

**OFFICE OF THE COMPTROLLER
CONTRACT TRANSMITTAL FORM**

BFY: 2017

Date: 01/31/2017

In order for CT, RPO, BGCN or BGCS Pending transactions to be processed in MMARS, this form and the supporting paperwork **MUST** be forwarded to the Office of the Comptroller (CTR).

This transmittal form is date stamped once it's received by CTR. During normal business periods, transactions are processed within 5 business days after the paperwork is received. Please e-mail your Contract Liaison if your transaction(s) is not processed within 5 business days (allow time for mail delivery). Please Note: As needed, CTR will expedite ARRA funded contracts for review and processing.

Send To	Department Contact Information
Office of the Comptroller Attention: Contract Unit One Ashburton Place, 9th Floor Boston, MA 02108	MMARS Department Alpha Code: ENE <hr/> Name: CHANTHAVY SOR <hr/> Phone Number: 617-626-7347 <hr/> E-mail: Chanthavy.Sor@State.MA.US <hr/>

Please select one of the following categories (A-I) to complete the last column in the table below. The categories A, B, B1, or C require only the submission of this form. No additional information is required. Submit the completed form via standard mail, inter-office mail or as an attachment in an e-mail to your Contract Liaison. Categories D, E, F, G, H and I must be submitted via standard mail or inter-office mail with the appropriate paperwork. In addition, the below categories may also be noted in the Comment Field in MMARS. For additional guidance, please review the applicable Policies, Job Aids, Etc. on the Comptroller's Web Portal.

A	MMARS Administrative Adjustment Only - No change to total contract amount (Must complete Reason for Modification below).	E	Maximum Obligation Contract
B	Departmental Master Agreement - Open Order Encumbrance	F	ISA – Interdepartmental Service Agreement (BGCN/BGCS) Note: BGCN and BGCS transaction(s) are submitted separately, and not submitted with CTs or RPOs.
B1	Departmental Master Agreement – Vendor Specific Encumbrance		
C	Rate Contract (Only MMARS Increase/Decrease of funds) NO change in rates, scope or duration. Must also include language in the <i>Document Comment Field</i> in MMARS that the contract is a rate agreement.	G	Open Order Non Master Agreement (must attach a completed Open Order Request for Approval Form)
D	Rate Contract Formal Contract Amendment Change in rates, scope or duration. Must also include language in the <i>Document Comment Field</i> in MMARS that the contract is a rate agreement.	H	Other – Must complete Reason for Modification below.
		I	New Rate Contract

Reason For Modification (Required for A an H above):

MMARS Transactions							
	Doc. Code	Dept.	20 DIGIT ID –(Complete ID is required)	Indicate with a YES below if ARRA funds in the encumbrance	MMARS Version #	Check - If there is more than one MMARS Document ID for this contract.	Category: A-I (see above for descriptions)
1	CT	ENE	2017ENEPP1MAPCSL7056		1	<input type="checkbox"/>	E
2						<input type="checkbox"/>	
3						<input type="checkbox"/>	
4						<input type="checkbox"/>	
5						<input type="checkbox"/>	
6						<input type="checkbox"/>	
7						<input type="checkbox"/>	
8						<input type="checkbox"/>	
9						<input type="checkbox"/>	
10						<input type="checkbox"/>	



I. COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: Metropolitan Area Planning Council (and d/b/a): MAPC		COMMONWEALTH DEPARTMENT NAME: Department of Energy Resources MMARS Department Code: ENE	
Legal Address: (W-9, W-4,T&C): 60 Temple Place, 6 th floor, Boston, MA 02111		Business Mailing Address: 100 Cambridge Street, Suite 1020, Boston, MA 02114	
Contract Manager: Patrick Roche		Billing Address (if different):	
E-Mail: proche@mapc.org		Contract Manager: Dan Sardo	
Phone: 617-933-0790	Fax:	E-Mail: Dan.Sardo@state.ma.us	
Contractor Vendor Code: VC6000161316		Phone: 617-626-7342	Fax: 617-727-0030
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT ENE 2017ENEPP1MAPCSL7056	
		RFR/Procurement or Other ID Number: PON-ENE-2017-003	
<p align="center"><u>NEW CONTRACT</u></p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)</p> <p><input type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget)</p> <p><input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)</p>		<p align="center"><u>X CONTRACT AMENDMENT</u></p> <p>Enter Current Contract End Date <u>Prior</u> to Amendment: <u>June 30, 2019</u></p> <p>Enter Amendment Amount: <u>\$325,000.00</u></p> <p>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</p> <p><input checked="" type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget)</p> <p><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)</p>	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.			
<input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
<p>COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.</p> <p><input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)</p> <p><input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). <u>\$6,825,000.00</u></p>			
<p>PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <input type="checkbox"/> % PPD; Payment issued within 15 days <input type="checkbox"/> % PPD; Payment issued within 20 days <input type="checkbox"/> % PPD; Payment issued within 30 days <input type="checkbox"/> % 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 (G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)</p>			
<p>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Amendment Three increases the Maximum Obligation by three hundred and twenty-five thousand dollars (\$325,000.00) for a Total Contract Value of six million, eight hundred and twenty-five thousand dollars (\$6,825,000.00), extends the period of performance from June 30, 2019 to June 30, 2020, and changes the contractor's administrative fee from a per fixture replaced fee to a flat fee of seven thousand five hundred dollars (\$7,500) for any municipality with a Memorandum of Understanding (MOU) that is executed after April 1, 2019 and who is awarded a grant through this program for fixtures that are retrofitted. The grant programs purpose is to provide funding to assist municipalities to convert municipally-owned High Intensity Discharge streetlights to Light Emitting Diode streetlights. The DOER approves the expenditure of funds as described in Attachment D (Budget) as planned and described in Attachment C (Scope of Contract Award Agreement).</p>			
<p>ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:</p> <p><input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u>.</p> <p><input type="checkbox"/> 2. may be incurred as of <u> </u>, 2016, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u>.</p> <p><input type="checkbox"/> 3. were incurred as of <u> </u>, 2016, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.</p>			
<p>CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2020</u>, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.</p>			
<p>CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u>, this Standard Contract Form including the <u>Instructions and Contractor Certifications</u>, 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 <u>801 CMR 21.07</u>, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.</p>			
<p>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</p> <p>X: <u>[Signature]</u> Date: <u>6/27/19</u> (Signature and Date Must Be Handwritten At Time of Signature)</p> <p>Print Name: <u>Mark Drasen</u></p> <p>Print Title: <u>Executive Director</u></p>		<p>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</p> <p>X: <u>[Signature]</u> Date: <u>6-27-19</u> (Signature and Date Must Be Handwritten At Time of Signature)</p> <p>Print Name: <u>Joanne O. Morin</u></p> <p>Print Title: <u>Deputy Commissioner & Acting Chief Financial Officer</u></p>	



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CONTRACTOR LEGAL NAME: Metropolitan Area Planning Council (and d/b/a): MAPC		COMMONWEALTH DEPARTMENT NAME: Department of Energy Resources MMARS Department Code: ENE	
Legal Address: (W-9, W-4,T&C): 60 Temple Place, 6 th floor, Boston, MA 02111		Business Mailing Address: 100 Cambridge Street, Suite 1020, Boston, MA 02114	
Contract Manager: Patrick Roche		Billing Address (if different):	
E-Mail: proche@mapc.org		Contract Manager: Dan Sardo	
Phone: 617-933-0790	Fax:	E-Mail: Dan.Sardo@state.ma.us	
Contractor Vendor Code: VC6000161316		Phone: 617-626-7342	Fax: 617-727-0030
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s): CT ENE 2017ENEPP1MAPCSL7056	
RFR/Procurement or Other ID Number: PON-ENE-2017-003			
<input type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach Employment Status Form, scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		<input checked="" type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: December 31, 2018 Enter Amendment Amount: \$500,000.00 AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input checked="" type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> 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. <input type="checkbox"/> <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). \$6,500,000.00			
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: <input checked="" type="checkbox"/> agree to standard 45-day cycle ___ statutory/legal or Ready Payments (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: (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.) Amendment Two increases the Maximum Obligation by five hundred thousand dollars (\$500,000.00) for a Total Contract Value of six million, five hundred thousand dollars (\$6,500,000.00) and extends the period of performance from December 31, 2018 to June 30, 2019. The Department of Energy Resources (DOER) selected the Metropolitan Area Planning Council (MAPC) as the prime vendor for program management & technical assistance services under PON-ENE-2017-003. The grant programs purpose is to provide funding to assist municipalities to convert municipally-owned High Intensity Discharge streetlights to Light Emitting Diode streetlights. Light Emitting Diode streetlights offer a number of advantages to municipalities, including improved visibility, decreased energy use, low operation and maintenance costs, reduced light pollution, and the ability to install advanced controls such as dimming, motion sensing, remote control, and Wi-Fi capability. The DOER approves the expenditure of funds as described in Attachment D (Budget) for fiscal years 2017 and 2018 as planned and described in Attachment C (Scope of Contract Award Agreement).			
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CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2019</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
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 makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , 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 <u>801 CMR 21.07</u> , 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 and Date Must Be Handwritten At Time of Signature) Date: <u>5/9/18</u> Print Name: <u>Marc Draisen</u> Print Title: <u>Executive Director</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: (Signature and Date Must Be Handwritten At Time of Signature) Date: <u>5/15/18</u> Print Name: <u>Alexander Gill, Esq.</u> Print Title: <u>Chief Financial Officer</u>	

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E-Mail: proche@mapc.org		Contract Manager: Matt Rusteika	
Phone: 617-933-0790		E-Mail: matt.rusteika@state.ma.us	
Contractor Vendor Code: VC6000161316		Phone: 617-626-7340	
Vendor Code Address ID (e.g. "AD001"): (Note: The Address ID must be set up for EFT payments.)		Fax: 617-727-0030	
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PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through <u>EFT</u> 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45-day cycle <u> </u> statutory/legal or Ready Payments (<u>G.L. c. 29, § 23A</u>); <u> </u> 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: (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.) The Department of Energy Resources (DOER) has selected the Metropolitan Area Planning Council (MAPC) as the prime vendor for program management & technical assistance services under PON-ENE-2017-003: Massachusetts Rapid LED Streetlight Conversion Grant Program. The grant programs purpose is to provide funding to assist municipalities to convert municipally-owned High Intensity Discharge streetlights to Light Emitting Diode streetlights. Light Emitting Diode streetlights offer a number of advantages to municipalities, including improved visibility, decreased energy use, low operation and maintenance costs, reduced light pollution, and the ability to install advanced controls such as dimming, motion sensing, remote control, and Wi-Fi capability. The DOER approves the expenditure of funds as described in Attachment D (Budget) for fiscal years 2017 and 2018 as planned and described in Attachment C (Scope of Contract Award Agreement).			
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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 makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , 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 <u>801 CMR 21.07</u> , 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 and Date Must Be Handwritten At Time of Signature) Print Name: <u>MARC DRAZEY</u> Print Title: <u>Executive Director</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: Date: <u>1/6/17</u> Stephen A. White, Chief Operating Officer, DOER Print Name: <u>STEPHEN A. WHITE</u> Print Title: <u>COO</u>	

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By and Between
Massachusetts Department of Energy Resources
and
Metropolitan Area Planning Council**

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- IV. ATTACHMENT B: CONTRACTOR RESPONSE
- V. ATTACHMENT C: SCOPE OF CONTRACT AWARD AGREEMENT
- VI. ATTACHMENT D: BUDGET
- VII. ATTACHMENT E: NOTICE OF AWARD
- VIII. THE COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT ATTACHMENTS
 - 1. COMMONWEALTH TERMS AND CONDITIONS
 - 2. CONTRACTOR AUTHORIZED SIGNATORY LISTING
 - 3. W-9 FORM
 - 4. EFT

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

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

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

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 10991 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

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

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

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

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

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

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

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

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

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

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

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

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

NEW CONTRACTS (left side of Form):

Complete this section **ONLY** if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

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

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

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

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

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

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

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

CONTRACT AMENDMENT (Right Side of Form)

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

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

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

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

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

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

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

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

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

PAYMENTS AND PROMPT PAY DISCOUNTS

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

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

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

ANTICIPATED START DATE

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

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and

funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

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

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

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

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

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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

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

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

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

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

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

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

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

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

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

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

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

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the

Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

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

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of

Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

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

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

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

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

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

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office

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or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

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

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

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

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

EXECUTIVE ORDERS

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

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

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

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

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive

Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

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

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

II. Background

The Commonwealth of Massachusetts Department of Energy Resources (DOER) is an agency of the Executive Office of Energy and Environmental Affairs (EEA). The DOER is responsible for developing and implementing the Commonwealth of Massachusetts' (Commonwealth) energy 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.

The DOER has committed grant funding through the Massachusetts Rapid LED Streetlight Conversion Grant Program (Grant Program) to assist municipalities to convert their municipally owned streetlights from high intensity discharge streetlights to light emitting diode streetlights. Light Emitting Diode (LED) streetlights offer a number of advantages to municipalities, including improved visibility, decreased energy use, low operation and maintenance costs, reduced light pollution and the ability to install advanced controls such as dimming, motion sensing, remote control, and Wi-Fi capability.

The DOER seeks to retain a qualified contractor to provide technical assistance, grant administration, and program management services for the Grant Program. For the purposes of this contract (Contract), the parties recognize the following:

1. The Metropolitan Area Planning Council (Contractor) submitted a proposal in response to the PON-ENE-2017-003, as set forth in Attachment B.
2. The DOER has selected Metropolitan Area Planning Council (Contractor) to provide program management, grant administration, and technical assistance services as described in its response to PON-ENE-2017-003.
3. The DOER approves the expenditure of funds as described in Attachment C (Scope of Work) for the Scope of Work planned and described therein.
4. This agreement (Agreement) incorporates and makes part hereof certain attachments and forms, provided to and accepted by the parties, as part of this Agreement. Copies of such 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: DOER PON-ENE-2017-003

ATTACHMENT B: CONTRACTOR RESPONSE

ATTACHMENT C: SCOPE OF CONTRACT AWARD AGREEMENT

ATTACHMENT D: BUDGET

ATTACHMENT E: NOTICE OF AWARD

THE COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT
ATTACHMENTS

COMMONWEALTH TERMS AND CONDITIONS

CONTRACTOR AUTHORIZED SIGNATORY LISTING

W-9 FORM

EFT

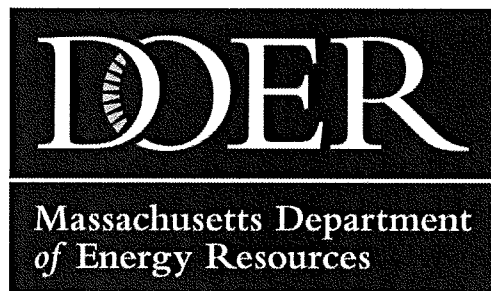
III. ATTACHMENT A – DOER PON-ENE-2017-003 (ENCLOSED)

THE COMMONWEALTH OF MASSACHUSETTS

**EXECUTIVE OFFICE OF ENERGY AND
ENVIRONMENTAL AFFAIRS
DEPARTMENT OF ENERGY RESOURCES**

Judith F. Judson, Commissioner

**100 Cambridge Street, 10th Floor
Boston, MA 02114**



Program Opportunity Notice (PON)

**Document Title: Massachusetts Rapid LED Streetlight Conversion
Grant Program**

COMMBUYS Bid#: BD-17-1041-ENE01-ENE01-00000009243

Agency Document Number: PON-ENE-2017-003

Issued July 26, 2016

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. 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 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.

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1. **BACKGROUND & PURPOSE OF GRANT**

A. **Massachusetts Department of Energy Resources**

The Commonwealth of 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 of Massachusetts' energy supply within the context of creating a cleaner energy future. To that end, DOER strives to:

- Ensure deployment of all cost-effective energy efficiency
- Maximize development of clean energy resources
- Create and implement energy strategies to assure reliable supplies and improve the cost of clean energy relative to fossil-fuel based generation
- Support Massachusetts' clean energy companies and spur Massachusetts' clean energy employment

B. **Light Emitting Diode (LED) Streetlights in Massachusetts**

Light Emitting Diode (LED) streetlights offer a number of advantages to municipalities, including improved visibility, decreased energy use, low operation and maintenance costs, reduced light pollution, and the ability to install advanced controls such as dimming, motion sensing, remote control, and Wi-Fi capability.

Many cities and towns in the Commonwealth of Massachusetts (Commonwealth)—including Boston, Worcester, Fall River, Northampton, Salem, Fitchburg, and all of Cape Cod—have already converted their streetlights to LEDs.

C. **Program Opportunity Notice and Funding Objectives**

The intent of this Program Opportunity Notice (PON) is to retain a program management and technical assistance agency, or group of agencies together fulfilling these functions as a single applicant (Applicant), to aid the DOER in administering grants which will assist cities and towns in the Commonwealth to convert their municipally-owned streetlights to LED technology and appropriate controls. The Applicant will also be responsible for coordinating with the electric utility companies to verify project savings, which will then be used to determine the amount of the utility program incentive.

Responses submitted under this solicitation must demonstrate the Applicant's ability to facilitate the conversion of the roughly fifty thousand (50,000) municipally-owned, non-LED streetlights in the Commonwealth to LED technology within the time period set forth in Section 2 of this document.

Up to \$6 million dollars will be available under this solicitation to be used for the purchase of LED fixtures and optional controls, labor costs associated with the installation of these fixtures, and administrative costs. The grant total will be determined by the quantity of streetlights retrofitted. The Applicant will limit administrative costs to no greater than seven percent (7%) of the grant total; if, by the project's completion, the Applicant has been able to achieve and demonstrate to the DOER an average installed cost per streetlight (including both fixture and labor costs) of four hundred dollars (\$400) or less, an additional one percent (1%) of the grant total will be awarded to the Applicant.

The amount of the grant to any one municipality will vary based on the number of streetlights the municipality owns, the existing characteristics of those lights, the characteristics of the chosen LED replacement lights, and the results of a required streetlight audit.

D. Rapid LED Streetlight Conversion Program

The Rapid LED Streetlight Conversion Program will consist of a DOER grant and will entail a municipal cost share, both of which will vary based on the characteristics of existing streetlight infrastructure. Additionally, DOER grants will be supplemented by a utility program incentive. The DOER is undertaking this procurement in order to contract with a program management and technical assistance agency, or group of agencies together fulfilling these functions as a single Applicant, which will be responsible for administering grant funds and managing streetlight retrofit activities, among other activities discussed in more detail below.

Broadly, four (4) tasks will be undertaken as part of the program:

1. **Recruitment** – The Applicant will work with the DOER to contact and enlist interested municipalities into the program, aiming to maximize both the number of participating towns and the number of streetlights to be retrofitted.
2. **Audit** – Municipalities, with technical assistance from the Applicant as required, will arrange for a third-party expert to conduct an audit of the streetlights in their communities. The choice of this outside expert will rest with each municipality, subject to approval by the Applicant and the DOER; however, the Applicant may arrange for one expert to conduct audits in multiple towns should all parties agree that would be in their best interest. Streetlight audits conducted in participating municipalities within the past three (3) years will be considered valid for the purposes of this program.
3. **Fixture procurement** – The Applicant will procure LED cobra-head streetlight fixtures in bulk, after working with municipalities to choose the model(s) that best suit their needs using information gleaned during the audits. The Applicant shall obtain the best possible price for materials by focusing on one manufacturer or distributor if necessary.
4. **Fixture installation** – The Applicant will ensure that each municipality has access to the manpower and equipment necessary to remove the old streetlights and install replacement LED streetlights. Some cities and towns will already have access to the necessary labor and equipment, and some will not; in the latter case, the Applicant will work with the municipality to procure it. Reasonable care will be taken to coordinate between towns lacking the necessary manpower and equipment, in order to facilitate an expedited timeline and achieve the cost savings arising from bulk procurement of these resources.

An incentive from the utility-run energy efficiency programs, measured in cents per kilowatt-hour (kWh) of energy savings, may be provided directly to participating municipalities. The Applicant will be responsible for tracking and verifying the wattages of existing and replacement streetlights, calculating kWh savings using annual hours of use estimates consistent with the streetlight tariff in place in each municipality and furnishing this data to the DOER and the applicable electric utility company in order to expedite payment of incentives to municipalities.

The portion of project cost that will be covered by the DOER grants will be equal to thirty percent (30%) of the total cost of tasks 3 and 4 listed above after the utility program incentive is applied to the cost of those two tasks. Municipalities will be responsible for covering the cost of task 2 in full. The Applicant's administrative fee will be assessed as a percentage of the total project cost, excluding the cost of audits, in the manner described in Section 1.C. of this document.

E. Additional Expectations

In addition to managing the four broad tasks listed in Section D above, the Applicant will be responsible for:

1. Providing a memorandum of understanding with each participating municipality to the DOER.
2. Managing grant funds for streetlight replacement.

3. Providing to the DOER written approval by each municipality's chief executive that confirms the replacement streetlight option selected and the schedule for replacement.
4. Providing to the DOER all invoices related to project procurement.
5. Providing to the DOER a copy of each streetlight inventory as soon as possible after the audit is completed.
6. Providing to the DOER all data related to grant-funded retrofits, including, but not limited to:
 - a. The number of fixtures replaced by existing wattage;
 - b. The number of fixtures replaced by replacement wattage;
 - c. The number of fixtures where advanced controls were installed;
 - d. The lumen output and color temperature of the replacement LED lights;
 - e. The number of lights permanently turned off or removed as part of the project;
 - f. The number of lights added as part of the project.
7. Coordinating with DOER on a regular basis throughout the program.

2. **ELIGIBILITY**

A. Applicants

The following types of entities are eligible to apply:

8. Any of the thirteen (13) Regional Planning Agencies (RPAs) established pursuant to M.G.L. c. 40B that operate within the Commonwealth.
9. Any group of RPAs that operate within the Commonwealth.

B. Project Schedule

All projects receiving DOER grant funding through this program must complete installation of streetlights by June 30th, 2018.

3. **GRANT AND CONTACT INFORMATION**

A. Grant Calendar

All dates are subject to change.

Issue PON (DOER)	July 26, 2016
Bidders Conference Call (DOER and bidders)	August 2, 2016 at 10 a.m.
Deadline to Submit Questions (bidders)	August 5, 2016
Answers to Questions Posted on DOER website (DOER)	August 7, 2016
Amendment Deadline (DOER)	August 9, 2016
PON Responses Submission Deadline¹	August 16, 2016
Notification of Apparent Successful Bidder	August 30, 2016
Contract Start Date	September 15, 2016

¹ DOER reserves the right to re-open this solicitation if funds are not fully awarded.

B. Type of Grant

This Program Opportunity Notice (PON) is 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 the Rapid Streetlight Conversion Program, and the project number is PON-ENE-2017-003. 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 to 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.

C. Questions & Answers

Written questions via the Bid Q&A on COMMBUYS

The "Bid Q&A" provides the opportunity for bidders (Bidders) to ask written questions and receive written answers from the Strategic Sourcing Team (SST) regarding this bid (Bid). All Bidders' questions must be submitted through the Bid Q&A found on COMMBUYS (see below for instructions).

Questions may be asked only prior to the Deadline for Submission of Questions stated in the Estimated Procurement Calendar. The issuing department reserves the right not to respond to questions submitted after this date. It is the Bidder's responsibility to verify receipt of questions.

Please note that any questions submitted to the SST using any other medium (including those that are sent by mail, fax, email or voicemail, etc.) will not be answered. To reduce the number of redundant or duplicate questions, Bidders are asked to review all questions previously submitted to determine whether the Bidder's question has already been posted.

Bidders are responsible for entering content suitable for public viewing since all of the questions are accessible to the public. Bidders must not include any information that could be considered personal, security sensitive, inflammatory, incorrect, collusory, or otherwise objectionable, including information about the Bidder's company or other companies. The SST reserves the right to edit or delete any submitted questions that raise any of these issues or that are not in the best interest of the Commonwealth or this Bid.

All answers are final when posted. Any subsequent revisions to previously provided answers will be dated. It is the responsibility of the prospective Bidder and awarded Contractor to maintain an active registration in COMMBUYS and to keep current the email address of the Bidder's contact person and prospective contract manager, if awarded a contract, and to monitor that email inbox for communications from the Purchasing Department, including requests for clarification. The Purchasing Department and the Commonwealth assume no responsibility if a prospective Bidder's/ contractor's (Contractor) designated email address is not current, or if technical problems, including those with the prospective Bidder's/ Contractor's computer, network or

internet service provider cause email communications sent to/from the prospective Bidder/ Contractor and the Purchasing Department to be lost or rejected by any means including email or spam filtering.

Locating Bid Q&A

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.

Amendment Deadline

The SST reserves the right to make amendments to the Bid after initial publication. It is each Bidder’s responsibility to check COMMBUYS for any amendments, addenda or modifications to this Bid, and any Bid Q&A records related to this Bid. The SST and the Commonwealth accepts no responsibility and will provide no accommodation to Bidders who submit a Quote based on an out-of-date Bid or on information received from a source other than COMMBUYS.

All questions must be submitted to the DOER, through COMMBUYS no later than August 5, 2016. All questions and answers will be posted periodically on COMMBUYS and will be finalized on August 7, 2016. Bidder’s conference information will be posted on the same webpage.

D. No Guarantee of Resulting Contract

The Commonwealth makes no assurance that any services will be purchased from any contract resulting from this PON.

E. Contact Information

Responses to this PON will be received by:

Grant Contact:	Matt Rusteika Department of Energy Resources 100 Cambridge Street, Suite 1020 Boston, MA. 02114
Telephone:	(617) 626-7340
Fax:	(617) 727-0030
E-mail:	Matt.Rusteika@state.ma.us
PON Name:	Massachusetts Rapid LED Streetlight Conversion Program
PON File Number:	PON-ENE-2017-003

4. SUBMISSION OF RESPONSE

A. Submission Instructions

Respondents to PON-ENE-2017-003 must respond via COMMBUYS and shall also submit an electronic submission in Microsoft Word or PDF format to Matt.Rusteika@state.ma.us using the subject line “PON-ENE-2017-003 Response”. Late proposals will not be accepted. Faxed proposals will not be accepted. Unnecessary attachments beyond those sufficient to present a complete, comprehensive, and effective response will not influence the evaluation of the proposal. Each page of the proposal should state the name of the Bidder, and the page number. All correspondence and filings submitted to the DOER shall be directed to the Grant Contact at the postal address set forth in Section E Contact Information.

Responses that do not include all of the information outlined in the **Response Package Contents** section below may be disqualified. The DOER may ask Applicants to provide additional information or to participate in an interview.

Once the award is made, all submissions are subject to Public Record disclosure.

B. Response Package Contents

All responses must include a Transmittal Letter, Executive Summary, and Narrative Section as defined below:

Transmittal Letter (1 page limit): The transmittal letter should highlight any special features of the response and include the name, phone number, and email for the Applicant's point of contact and must identify this PON by number (PON-ENE-2017-003). The transmittal letter should acknowledge any amendments to this PON posted on COMMBUYS and be signed by a representative of the Applicant who has the authority to bind the Applicant.

Executive Summary (1 page limit): The executive summary must contain the key components of the response, including the Applicant's name, names of key personnel that will be involved in the project and their respective roles, and a brief description of the organization's experience managing streetlight retrofit projects.

Narrative Section (20 page limit): The narrative section will be comprised of the sections as outlined below.

1. Applicant Qualifications and Experience

- a. A description of the project team and key partners, if any. List of key individuals that are part of the project team. Resumes for individual team members may be attached and do not count toward the twenty-page limit.
- b. Discussion of project team and key partners' recent experience with LED streetlight retrofits. Include at least three (3) project examples.
- c. Provide commitment letters from key partners, if any. Letters can be attached and do not count toward the twenty-page limit.

2. General Project Details

- a. A description of the Applicant's experience coordinating with groups of municipalities to complete energy efficiency retrofits, especially streetlights. The narrative should include reference to barriers to effective coordination and communication encountered in the course of past projects and strategies that the Applicant has developed in order to overcome them.
- b. A description of the Applicant's experience managing bulk procurement of materials and/or labor, including a discussion of the Applicant's existing protocols for conducting these activities, definitions of what constitutes a successful bulk procurement and examples of past successes.
- c. A description of the Applicant's experience conducting streetlight design studies and/or streetlight audits, or arranging for those studies and/or audits to be conducted. Please include examples, including a list of design/audit professionals with whom the Applicant has partnered in the past and an estimate for how long a single such study will take in the context of this project.
- d. A description of the Applicant's experience coordinating with investor-owned utility companies, including an explanation of the context in which this coordination was made.

Please make sure to note in this section whether this experience was attained in the course of leveraging energy efficiency incentive program funding.

3. Measurement & Verification

- a. A description of the Applicant's experience measuring and verifying energy savings in the context of energy efficiency retrofits. The narrative should include an explanation of the Applicant's quality assurance protocols vis-à-vis data collection and management, description of the methods and systems used in completing those protocols, and examples of how the Applicant has measured energy savings from streetlights or other efficiency upgrades in the course of past projects.

4. Project Management Plan

- a. A description of the Applicant team's organizational structure and responsibilities.
- b. A description of key project milestones and deliverables.
- c. A Gantt chart or equivalent visual depiction of the project schedule and milestones assuming a start date of September 20, 2016.
- d. A discussion of the key risks to meeting the project schedule and how those risks will be mitigated by the project team.

5. EVALUATION AND AWARD

A. Process

All submissions will be evaluated based on the components of the response package outlined in Section 4. The DOER reserves the right to select no Applicants if the submissions do not meet a sufficient standard based on the evaluation criteria. The evaluation committee reserves the right to waive any technical defect or informality in submissions received or to allow the Applicant to correct them, and to accept or reject any submission or portion thereof. The evaluation committee reserves the right to seek additional information from any and all Applicants including but not limited to requests for clarifications and interviews.

B. Award and Contract Execution

All Applicants will be notified in writing of the DOER's award decision. The Commonwealth reserves the right to reject any requested changes identified by the Applicant if not previously agreed upon during the response review process. If an acceptable contract cannot be reached with any Applicant regarding a selected project within thirty (30) days of the written funding notification, the DOER may withdraw its selection of the project.

C. Evaluation Criteria

All submissions received by the due date and meeting the requirements established in this PON will be reviewed and evaluated in accordance with, but not limited to, the criteria set forth in the table below:

Submission Section	Evaluation Criteria
Qualifications & Experience	Qualifications and relevant previous experience
	Demonstrated commitment from key partners, if any
General Project Details	Description of municipal coordination and communication experience
	Bulk procurement management experience, protocols, and past successes
	Experience conducting or arranging for streetlight audits and/or design studies
	Experience coordinating with investor-owned utility companies
Measurement, & Verification	Experience measuring & verifying energy savings from energy efficiency retrofits
	Quality assurance protocols
Project Management Plan	Description of Applicant team's organizational structure and responsibilities
	Description of key project milestones and deliverables
	Chart of project schedule and milestones
	Discussion of key risks to meeting the project schedule

6. TERMS AND CONDITIONS

A. Reporting

Monthly reporting is required upon receipt of your acceptance to this grant program. Reporting requirements will be detailed upon grant award and contract execution.

B. Contract Deliverables

A complete list of contract deliverables and performance dates will be included in the grant award and contract executed between the DOER and the Applicant. Contract deliverables will include, but not be limited to the following:

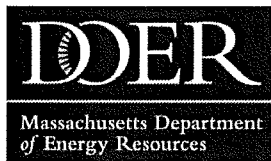
1. Chart of project timeline and milestones.
2. Memoranda of understanding with each participating municipality.
3. All data related to streetlight audits and retrofits, including existing and replacement lamp characteristics and calculated savings in kWh per year aggregated into a single database organized by municipality.
4. All invoices related to bulk procurement of LED streetlight fixtures, installation equipment, installation labor and auditing services.
5. Final streetlight audit reports for each participating municipality.
6. Regular reporting to the DOER for the duration of the project.
7. Final report upon completion of all retrofits, documenting program costs, energy savings (kWh), and capacity savings (kW).

C. Additional Requirements

Upon grant execution, Applicants will be required to sign the Commonwealth Standard Contract Form² and Terms and Conditions³. See Attachment A: Grantee/Contractor Compliance Assurance for additional information regarding compliance conditions and state procurement law.

² <http://www.mass.gov/osc/docs/forms/contracts/standard-contract-frm.doc>

7. ATTACHMENT A: GRANTEE/CONTRACTOR COMPLIANCE ASSURANCE



THE COMMONWEALTH OF MASSACHUSETTS
 DEPARTMENT OF ENERGY RESOURCES
 100 CAMBRIDGE STREET, SUITE 1020
 BOSTON, MA 02114

Grantee/Contractor Compliance Assurance

If chosen, the Grant recipient will be required to sign the Commonwealth Standard Contract Form, which certifies compliance under a number of state laws, guidelines, and protocols. Please review the sections below to ensure that your firm is in compliance with all items.

1. **Commonwealth and Contractor Ownership Rights.** The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all “deliverables” purchased or developed with Contract/Grant funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.
2. **Qualifications.** The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State’s website as licensed to do business in Massachusetts, as required by law.
3. **Business Ethics and Fraud, Waste and Abuse Prevention.** The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.
4. **Collusion.** The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.
5. **Debarment.** The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F G.L. c.30, § 39R, G.L. c.149, § 27C, G.L. c.149, § 44C, G.L. c.149, § 148B and G.L. c. 152, s. 25C.

³ <http://www.mass.gov/osc/docs/forms/contracts/comm-termsconditions.doc>

6. **Applicable Laws.** The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.
7. **Tax Law Compliance.** The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.
8. **Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts.** The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing **at least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.
9. **Protection of Personal Data and Information.** The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.
10. **Corporate and Business Filings and Reports.** The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

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

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

IV. ATTACHMENT B – CONTRACTOR RESPONSE (ENCLOSED)



SMART GROWTH AND REGIONAL COLLABORATION

To:

Matt Rusteika
Department of Energy Resources
100 Cambridge St, Suite 2010
Boston, MA 02114

Subject: Transmittal Letter for DOER PON-ENE-2017-003

Mr. Rusteika,

Attached please find the Metropolitan Area Planning Council's (MAPC) application to the Department of Energy Resource's Massachusetts Rapid LED Streetlight Conversion program. MAPC is excited to leverage our wealth of experience in streetlight retrofits and municipal procurement to help municipalities execute streetlight retrofits in an efficient, cost-effective manner. Included in our response is a support letter from the Massachusetts Association of Regional Planning Agencies (MARPA). MAPC is an active member of MARPA, and their support provides MAPC the option to organize collective procurements on behalf of the membership of all regional planning agencies.

The point of contact for MAPC's application is Patrick Roche, Energy Coordinator. He can be reached at 617-933-0790 and proche@mapc.org. MAPC has reviewed answers provided by DOER to all questions posted on CommBuys for this Program Opportunity Notice.

Thank you for your consideration.

Sincerely,

Rebecca Davis
Deputy Director
Metropolitan Area Planning Council



SMART GROWTH AND REGIONAL COLLABORATION

August 16, 2016

Metropolitan Area Planning Council
60 Temple Place
Boston, MA 02111

Executive Summary

The Metropolitan Area Planning Council (MAPC) is thankful for the opportunity to apply to manage the Department of Energy Resources' (DOER) Massachusetts Rapid LED Streetlight Conversion program. MAPC has supported municipal streetlight retrofits for over four years, including working with some of the earliest adopters of streetlight technology for both Eversource and National Grid, and developing the state contract for outdoor LED streetlights in collaboration with the Operational Services Division (OSD).

LED streetlight retrofits represent a major opportunity for municipalities and the state to secure significant, cost-effective energy savings, and they will be critical to help the state meet the greenhouse gas reduction goals of the Global Warming Solutions Act. Over the course of our involvement in LED streetlight retrofits, MAPC has seen the payback periods for LED streetlight retrofits fall as the market has matured and been supplemented through State grants and utility incentives. Nevertheless, many municipalities have yet to retrofit their municipally-owned streetlights. As a result, MAPC is excited by the potential for the funding provided by this grant to provide a powerful catalyst to spur municipal action and enable rapid conversions of the roughly 50,000 municipally-owned streetlights remaining.

MAPC has led six collective and individual procurements to provide municipalities with the necessary products and services to retrofit their streetlights. These procurements cover 31 municipalities and over 75,000 streetlights in both Eversource and National Grid territory. MAPC has primarily worked with municipalities inside our region, and has also welcomed municipal participation from around the state. Additionally, MAPC's Collective Procurement Group brings a wealth of experience in bulk procurement of labor and goods for public works, public safety and other municipal projects. As an active member of the Massachusetts Association of Regional Planning Agencies (MARPA), MAPC collaborates regularly with other RPAs on collective procurements.

MAPC's project team will be led by Patrick Roche, who currently manages MAPC's LED streetlight retrofit program and has worked on the majority of MAPC's streetlight projects. Mr. Roche will be supported by other members of the Clean Energy Department, including Ani Krishnan and Megan Aki. He will further rely on Mark Fine, Director of Municipal Collaboration Department, and several of his staff for additional procurement and grant management expertise. For recruitment and outreach, Mr. Roche will utilize Emily Torres-Cullinane of the Community Engagement Department and Karen Adelman of the Communications Department. MAPC's Deputy Director Rebecca Davis will provide oversight on the entire project.

MAPC is committed to helping municipalities implement projects that result in energy and cost savings. We believe that our commendable experience with facilitating regional and state-wide procurements, our specific expertise on LED streetlight retrofits, and our strong relationships with municipal officials and sister RPAs positions us ideally to partner with DOER on this exciting and impactful endeavor.

Narrative Response

1. Applicant Qualifications and Experience

The Metropolitan Area Planning Council (MAPC) is the regional planning agency (RPA) serving the people who live and work in the 101 cities and towns of Metropolitan Boston. Our mission is to promote smart growth and regional collaboration. Our regional plan, MetroFuture, guides our work as we engage the public in responsible stewardship of our region's future. We work toward sound municipal management, sustainable land use, protection of natural resources, efficient and affordable transportation, a diverse housing stock, public safety, economic development, clean energy, healthy communities, an informed public, and equity and opportunity for all.

MAPC's Clean Energy Department supports the region's municipalities in reducing greenhouse gas (GHG) emissions through energy efficiency, clean energy projects, and policy efforts. The Department has distinguished itself as a statewide leader in coordinating LED streetlight retrofits. Municipalities outside the MAPC region routinely join MAPC-led procurements, with the permission of their planning agency. Additionally, our Municipal Collaboration Department facilitates statewide procurements for homeland security services and public safety equipment, such as fire and police vehicles. MAPC looks forward to the opportunity to partner with the Commonwealth to rapidly accelerate the conversion of remaining municipally-owned streetlights.

a. Description of Project Team & Key Partners

Executive Leadership

MAPC has strongly advocated for and is actively involved in energy policy decisions that promote energy efficiency and renewable energy adoption in the state. Under the leadership of Marc Draisen, who has served as Executive Director since 2002, and Deputy Director Rebecca Davis, MAPC has consistently prioritized programs that bring both energy and cost savings to our municipalities. Ms. Davis will provide oversight throughout the project.

Clean Energy

Over the past few years, MAPC's Clean Energy Department – formed by Ms. Davis and currently under the stewardship of Cameron Peterson, Director – has built up extensive expertise in helping municipalities analyze their energy consumption; develop and prioritize specific project recommendations; and assist with the implementation of projects that help reduce consumption and increase renewable energy capacity. In addition to working with communities one on one, Clean Energy staff have been able to leverage MAPC's status as a regional planning agency to conduct regional procurements for energy goods and services. The Clean Energy department frequently collaborates with state agencies such as DOER and MassCEC on program development, policy recommendations, and grant implementation.

Patrick Roche, Clean Energy Coordinator, oversees MAPC's LED Streetlight Retrofit Initiative. The initiative has helped 31 municipalities, with over 75,000 streetlights, to procure necessary equipment and audit, design, and installation services to retrofit their streetlights. Mr. Roche has personally participated in projects with the most recent 21 of those municipalities, totaling roughly 64,000 lights. Through this work, Mr. Roche has developed an intimate understanding of the factors that influence a successful streetlight retrofit. He works closely with MAPC's Municipal Collaboration department to identify the most effective procurement mechanisms on a



project-by-project basis. He frequently connects with utility representatives to keep track of incentives and tariff structures. Throughout the process, Mr. Roche functions as a liaison between the municipality and the vendor to ensure that projects get implemented in the most effective manner. His expertise and leadership in the streetlight industry is reflected in his multiple speaking engagements on the topic, including at multiple National Grid conferences, Northeast Energy Efficiency Partnerships, and the Massachusetts Association of Public Purchasing Officials. Mr. Roche is ideally and comprehensively qualified to lead MAPC's bid as the Program Administrator for DOER's Rapid LED Streetlight Conversion Program.

Mr. Roche will be provided additional support from the Clean Energy department's Interim Manager, Ani Krishnan. Mr. Krishnan manages a wide variety of municipal and community projects and provides assistance on procurement administration, policy adoption, and program implementation. Mr. Krishnan is currently implementing a regional procurement for energy savings performance contracting services on behalf of five MAPC municipalities. Megan Aki, Clean Energy Analyst, brings to the team expertise in quantitative and qualitative analysis, community organizing, and legislative affairs.

Municipal Collaboration

MAPC will bring significant procurement and grant management expertise through our Municipal Collaboration Department. Overseen by Director Mark Fine, the Department specializes in organizing professional forums for local government leaders, running multi-state collective procurement programs, and providing grant-related financial, planning, operations and project management services. For the purpose of this grant, Mr. Fine's departmental activities will be supported by Procurement Services Manager Heidi Anderson (MCPPO) and Municipal Services Specialist Gregory Miao.

Additional Support Services

MAPC will rely on additional support from our Community Engagement Manager, Emily Torres-Cullinane; Communications Strategist, Karen Adelman; and General Counsel, Jennifer Garcia.

Key Partners

MAPC recognizes that DOER seeks a program administrator with the authority and capacity to engage with communities across the entire state of Massachusetts. MAPC is an active member of the Massachusetts Association of Regional Planning Agencies (MARPA), a coalition of 13 RPAs serving Massachusetts communities. MARPA is charged to serve as an effective vehicle for coordination, cooperation, and collaboration among the RPAs. As MARPA's largest member RPA, MAPC hosts monthly meetings and provides a platform for sharing regional best practices in planning with the rest of the coalition. In order to facilitate greater economies of scale with bulk regional procurements, MAPC recently established a Memorandum of Understanding with all MARPA members that allows us to procure goods and services on behalf of the entire coalition. This mechanism, along with our strong relationships with our sister RPAs, will ensure that eligible municipalities across the state will receive the assistance they need to complete a streetlight retrofit project.

For team resumes and/or bios, see **Appendix 2**.

b. Project Team Recent Experience

Over the past four years, MAPC has managed streetlight procurements for individual municipalities and collective procurements with three to nine municipalities each, and it has provided expertise to improve ongoing projects. A full summary of this recent streetlight works is available in Table 1, below. Additionally,



MAPC helped develop the Operational Services Division's (OSD) State Contract FAC76, Category 6 for street and roadway lighting. OSD relied on MAPC's expertise to add LED streetlights to this contract, including drafting product specifications and reviewing submittals. Through this mechanism, 15 municipalities have secured the equipment to retrofit their lights (See Table 2).

MAPC has evolved its approach to procuring streetlight retrofitting goods and services. Initially, MAPC utilized the Energy Management Services (EMS) procurement route, under M.G.L. c.25A. While intended for more complex, multi-facility retrofit projects, streetlights are eligible and EMS allows for a single procurement to deliver all services for the retrofit. As MAPC has gained experience, we have evaluated the approach and determined that a more traditional public-works style procurement offered a way to generate more competition at each step of the process, without adding excess workload. MAPC refers to this process as "Designer Selection," in which MAPC procures a consultant to handle the streetlight audit, to design and then to provide construction administration for the equipment purchase and installation. Equipment purchases are facilitated off of State Contract FAC 76, and installation is procured through a simple public works construction bid under M.G.L. c.30 §39M. MAPC is still evaluating this process, as the seven projects using this process are still in progress. To date, MAPC has found the designer selection process brought new vendors to bid, including engineering firms and specialty streetlight-vendors, and turned up new and more detailed approaches to design work. Having worked in both EMS and designer selection, MAPC is well prepared to offer DOER a breadth of procurement experience.

MAPC's role on all of its streetlight procurements has involved:

- An outreach and education component to explain the benefits of LED streetlight retrofits to municipalities, as well as the advantage of pursuing a collective or regional procurement route
- Developing relationships with key contacts for interested municipalities
- Obtaining commitments from municipalities to participate in procurements
- Identifying a procurement route and developing the criteria for evaluating vendors based on municipalities' specific needs
- Helping municipalities understand key scope questions, and providing background information to make informed decisions on scope
- Administering the procurement solicitation
- Providing technical expertise to selection committee members for bid evaluation
- Developing sample contracts and agreements for municipalities
- Regular check-ins with municipalities and vendors on project progress and challenges
- Regular review of installation and savings data from vendors' project reports throughout project and at closeout

For both fixture and labor procurement, MAPC understands that success depends upon properly defined specifications. As a result, MAPC structured its designer selection procurements to require that the consultant provide those specs as part of its services. In this way, MAPC ensures that streetlight specialists develop this critical information, then MAPC can utilize its Massachusetts procurement expertise to facilitate an efficient purchase process. On fixtures, MAPC is open to using the state contract FAC 76, or if desired by DOER and communities, a direct supplies or construction materials bid. MAPC will additionally rely on our Municipal Collaboration team members, who have extensive experience procuring goods and services on a regional scale.

Table 1: MAPC LED Procurement Experience				
Procurement Round	Municipality	Streetlights	Annual kWH Saved	Status
Collective Procurements				
Energy Management Services 1 - 2012	Arlington	2,038	492,577	Completed
	Chelsea	1,623	496,987	Completed
	Natick	2,393	544,915	Completed
	Woburn	1,992	771,906	Completed
Energy Management Services 2 - 2013	Sharon	1,662	323,389	Completed
	Winchester	1,563	204,147	Completed
	Somerville	3,831	1,434,880	Contracted
Energy Management Services 3 - 2014	Beverly	3,705	958,004	Procured
	Gloucester	2,855	738,090	Completed
	Hamilton	558	105,640	Completed
	Melrose	3,138	790,702	Completed
	Northampton	2,208	709,537	Contracted
	Salem	3,339	1,163,013	Completed
	Swampscott	1,414	365,492	In Progress
	Wenham	414	99,315	Completed
	Winthrop	1,218	549,393	Completed
Energy Management Services 4 - 2014	Lowell	5,217	2,175,714	Contracted
	Malden	3,694	1,353,035	Contracted
	Hopkinton	506	74,845	In Progress
	Sudbury	591	79,316	Completed
	Millis	436	74,845	In Progress
Designer Selection 02/03 - 2015	Andover	1,682	476,006	In Progress
	Everett	2,931	829,473	In Progress
	Leominster	3,473	982,859	In Progress
	Warren	481	88,023	In Progress
	Watertown	783	221,589	In Progress
	Wayland	714	130,662	In Progress
Single Municipality Procurements				
Design Consultant	Westfield	4,136	1,966,190	Completed
Equipment Consultant	Chicopee	4,678	2,278,957	Completed
Designer Selection 01	Brockton	7,438	2,746,029	In Progress
Procurement Assistance				
Audit Standards	Fall River	5,420	2,387,854	Completed
Total	31	76,131	25,613,385	

Table 2. State Contract FAC 76 Purchases		
Fiscal Year	Municipalities	Lights
FY 2013	Amherst, Fairhaven, Lincoln, and Malden	1,238
FY 2014	Boston, Dartmouth, Fairhaven, Greenfield, Lancaster, and Middleton	2,342
FY 2015	Fitchburg, Greenfield, Holyoke, Lincoln and Reading	5,533
FY 2016	Dartmouth, Fairhaven, Fitchburg, Gill, Middleton, Reading, Sutton and Westwood	3,863
Total	15*	12,976
*Unique municipalities		

Selected Recent LED Project Details

- **EMS Procurement 3: Nine Municipalities**

In July 2014, MAPC issued a collective procurement for energy management services on behalf of Beverly, Gloucester, Hamilton, Melrose, Northampton, Salem, Swampscott, Wenham, and Winthrop, with a total of around 18,800 streetlights between them. The procurement was run under M.G.L. Ch. 25A, and was structured specifically for streetlight retrofit services. Siemens was identified by the selection committee as the most qualified vendor in late fall 2014. Seven of the nine municipalities have completed their retrofit projects, and one (Swampscott) has contracted for work and anticipates moving forward momentarily.

- **EMS Procurement 4: Five Municipalities**

In November 2014, MAPC issued a collective procurement for energy management services on behalf of Lowell, Malden, Hopkinton, Sudbury, and Millis. This procurement was also conducted under M.G.L. Ch. 25A and covered a total of around 10,000 lights. The selection committee identified Tanko Lighting as the most qualified vendor. After some clarifications about DCAMM certification, Tanko began working with communities in the spring. Sudbury is currently the first community that has completed their streetlight retrofit. The remaining communities have had audits completed and are in the design phase. MAPC anticipates that most will sign EMS agreements this fall.

- **Designer Procurement 02/03: Six Municipalities**

In November 2015, MAPC issued a collective procurement for LED streetlight designer services on behalf of Andover, Everett, Leominster, Warren, Watertown, and Wayland. These communities were looking to retrofit a total of around 10,000 streetlights with LEDs, with an estimated annual energy savings of 2.7 million kWh. The procurement selection committee identified Tanko Lighting as the highest ranked vendor in January 2016. Tanko is currently working individually with each of the communities to finalize any updates to their streetlight audits and will consequently develop streetlight retrofit design plans that identify effective retrofit strategies. Some communities, such as Leominster and Everett have been delayed due to delays from the utility company in finalizing the buy-back of their streetlights. This procurement built on MAPC's first designer selection procurement for the City of Brockton. MAPC was encouraged by the substantial response from potential bidders for the Brockton project, and MAPC used lessons learned to refine the procurement process for these six municipalities.

c. Commitment Letters

Please see **Appendix 3** for commitment letters.

2. General Project Details

a. Coordinating Efficiency Retrofits Among Municipalities

A significant portion of the work that MAPC's Clean Energy department focuses on is assisting municipalities with implementing energy efficiency retrofit projects. As mentioned previously, MAPC has organized five collective procurements for streetlight retrofits, with as few as three municipalities and as many as nine. In addition to streetlights, two examples of our coordination efforts include an EMS procurement for municipal building retrofits and an EMS procurement for a solar developer. Each procurement had 14 and 17 municipalities respectively. MAPC has just issued its last EMS procurement for municipal buildings, for five municipalities, in August 2016.

One of the first barriers to coordination arises in scheduling. Each municipality enters a project with varying levels of background knowledge, research and preparation. This can present a challenge to getting all municipalities on the same schedule, as some feel ready to comment on a draft scope and others need background education before they can get started. MAPC has been successful at establishing consensus within the group of participating municipalities about a timeline that reasonably accommodates these needs without unnecessary delay, so that all participants can benefit from collective action.

On a related note, scheduling time to discuss and make collective decisions can pose a challenge. Municipal points of contact, such as DPW Directors, can have very busy schedules. When coordinating among three or more towns, a week can pass by quickly trying to get those involved to agree on a date to talk. In all of the MAPC procurements, MAPC sets clear expectations among the Selection Committee members with a written schedule for meetings that they must agree to. MAPC believes it can improve the procurement development process too. MAPC plans to require participants to agree to a standing, brief weekly check-in call. These serve as a space to provide a quick status update and discuss unexpected developments to avoid delays.

The procurement process can be derailed due to coordination issues inside the municipality. MAPC has experienced procurement delays when a municipal point of contact leaves the municipality, and MAPC subsequently discovered that leadership were not adequately aware of the project. This required MAPC to spend valuable time bringing leadership up to speed, sometimes even having to convince them to stay in the project, and then losing more time as leadership searched for a new point of contact. Such a delay frustrates the other participants and is unfair to them. As a result, MAPC has found it helpful to secure written commitments from the Mayor or Town Administrator/Manager as early as possible to memorialize their commitment to the project.

Municipalities must also agree on scope, qualifications, and evaluation criteria. While this could be a barrier, MAPC has had success in generating consensus throughout its many collective procurements. When developing the procurements, MAPC educates participating municipalities on areas of scope and qualifications that are likely variable, and also educates them on why other areas are not (e.g. industry consensus, prohibitively expensive alternatives, etc.). MAPC conducts the education in group phone calls, and it provides municipalities a chance to ask questions of each other and share their experiences. MAPC finds that our technical expertise, combined with the municipality's ability to connect and assist each other, helps drive understanding and cooperation.



A final challenge related to coordination is that it is that participating municipalities may have had previous experiences with some vendors on other engineering, streetlight maintenance, or even EMS projects. MAPC has found it is important to make these experiences known from the outset of the process, and to ensure the evaluation process requests sufficient information and references, if applicable, to allow for a full consideration of the vendor's merits. MAPC is generally able to achieve consensus among its selection committees, but also uses an odd-numbered committee in order to avoid ties.

Through its streetlight, building retrofit, and solar projects, MAPC has built an in-depth understanding of the intricacies of coordinating energy efficiency projects in municipalities, which will be critical in administering DOER's Rapid LED Streetlight Conversion program.

b. Managing Bulk Procurement of Materials and/or Labor

MAPC's Collective Procurement Program, housed in our Municipal Collaboration Department, provides bulk procurement services to municipalities statewide. Combined with streetlight procurement activities led by MAPC's Clean Energy Department, MAPC brings a wealth of experience and knowledge for bulk procurement.

Municipal Collaboration Department:

Public Safety Vehicles: MAPC has partnered with the Greater Boston Police Council (GBPC) and the Fire Chiefs Association of Massachusetts (FCAM) to administer collective purchasing programs for their members. The procurements provide convenient and cost-effective means of purchasing a range of pursuit rated police vehicles and equipment (via GBPC), or National Fire Protection Association compliant fire apparatus (via FCAM), through multiple vendors at competitive prices. The programs provide members with intentional 'shop and buy' platforms through which the buyers have a choice of vehicle, apparatus, manufacturer, and price. 336 and 179 municipalities (in both Massachusetts and New England) have used the GBPC and FCAM programs, respectively. In recognition of the benefits of these programs, municipalities from outside of the Commonwealth have joined MAPC's partner organizations to use these contracts.

The GBPC program has been administered by MAPC since 2004. More than **\$143 million worth of public service vehicles and equipment** have been purchased by GBPC members during the past ten years, including medium and heavy-duty public works trucks, alongside police vehicles. The FCAM program was initiated in 2010. Since then, fire chiefs have purchased more than **\$132 million in new apparatus and ambulances**, saving tens of thousands of dollars in time and money for their communities. The City of Boston Fire Department estimated at the time of its first pumper engine purchases in 2011 that it **saved \$20,000 per unit**. In total fire chiefs have **saved \$3.6 million on apparatus purchases**.

Public Works Services: MAPC works with several groups of public works departments to procure a variety of highway maintenance services. Bundling the needs of many departments for the same work under a single set of specifications has the effect of lowering prices, making for more manageable outcomes. MAPC coordinates the decision-making process, performs the procurements in compliance with M.G.L. c. 30B and M.G.L. c.30 § 39M (which governs construction procurement), and serves as an advocate for municipal users whenever problems arise with contractors. With MAPC managing the procurement, DPW users are relieved of the administrative burdens and left to manage the work.



Contracted services include Roadway Management, Surface Sealing Treatments, Crack Filling, Street Sweeping, Guardrail Installation, Catch Basin Cleaning, Guardrail Installation, Tree Services, Debris Disposal, and the purchase of earth materials like roadway maintenance sand, gravels, etc. Participating municipalities have purchased more than **\$10 million worth of public works and services** by using these contracts.

Parking Payment Systems: MAPC has developed a collective buying program for Parking Payment Systems in partnership with the Massachusetts Association of Regional Planning Agencies (MARPA). MAPC conducted a joint procurement for parking payment systems on behalf of municipalities across the Commonwealth. Municipalities may now select from a selected list of vendors offering cutting edge technology for single space meters, multi-space meters, and pay-by-phone systems parking solutions. Any municipality in Massachusetts is now able to contract directly with approved vendor under MAPC's new "shop and buy" program. Communities can take advantage of deep discounts (**up to 60% off standard pricing**) while eliminating the need for costly and time consuming individual municipal procurements. 14 difference communities have used the contracts to purchase over \$975,000 worth of equipment.

Clean Energy Department – LED Streetlights:

All of MAPC's four Energy Management Services (EMS) procurements have secured equipment and labor for the participating municipalities. The procurements involved a review of the installation partner, their protocols for managing installation process and data, and the cost per light installed. Additionally, in MAPC's collective procurements for EMS 3 and 4, MAPC played an active role in negotiating and assessing fixture pricing for major brands with the selected vendor on behalf of the participating municipalities. Through these processes, MAPC has become well versed in fixture costs, options, and specifications and labor costs, qualification criteria, and capabilities of installers.

Protocols and Definitions of Success: As shown in the examples above, MAPC tailors its procurement approach around the type of goods and services it seeks to purchase, the partners it is working with (whether professional organizations or sister regional planning agencies) and the communities it is representing (whether they are within the MAPC region, the Commonwealth, or New England). MAPC works closely with municipal leaders and experts to develop its specifications and scope of work profiles, often using Requests for Information (RFI) to better understand the vendor market and range of goods and services available in each procurement area before going out to bid. MAPC also conducts Request for Proposal bids that enable MAPC and its partners to consider criteria other than price and that permit awards to multiple vendors offering cities and towns access to high-quality goods and services that best meet their diverse needs.

For streetlights, MAPC's protocol requires fixtures to be Design Lights Consortium certified and have a minimum of 10 year warranty. To develop a fixture bid, MAPC would utilize the Municipal Solid State Lighting Consortium's model specifications document. Using this template would ensure that all relevant minimum product details are specified. MAPC gained experience with the model specifications when it assisted the City of Chicopee with their retrofit planning. Based on previous procurements, MAPC has seen that including 7,000-10,000 fixtures in a single bulk procurement attracts significant competition and would represent a good goal for issuing procurements in the program.



MAPC defines the success of its procurements first and foremost by the satisfaction of the municipal officials who use the goods and services under contract. MAPC's partnerships enable us to keep in close touch with municipal buyers, enabling the agency to know how easy it is to use its contracts and how well products are performing in the field. User feedback enables adjustments to be made to improve procurement processes and MAPC to advocate with vendors on behalf of user municipalities. Beyond user satisfaction, MAPC can evaluate overall sales under each contract, the number of communities using them repeatedly, the type of products being purchased and the number of vendors who respond to each bid. In the context of streetlight specifically, MAPC has a wealth of streetlight fixture and labor data from our collective procurements. MAPC would also look to compare the cost per unit to these past procurements as a way to assess the competitiveness of the pricing received in this project.

MAPC uses these data points to constantly measure the success of its procurements. The experience that MAPC staff has gained through running the agency's Collective Procurement Program is the perfect complement to our expertise running LED-specific procurements, and will ensure that the bulk procurement of streetlights and installation services will be handled in the most effective manner.

c. Experience with Streetlight Design Studies

MAPC has included streetlight audit and design studies in the scope of work for all of its 29 projects with municipalities that are served by investor owned utilities. These projects consisted of six individual procurements, done over the span of three years, and MAPC's approach to both audit and design evolved throughout. Through these procurements, MAPC has worked with the following audit and design teams:

Vendor	Procurements	Municipalities	Streetlights
Siemens	2	13	26,895
Tanko Lighting	3	15	27,564
RealTerm Energy	1	1	7,500

On one project, Siemens worked with CDM Smith engineering for the audit. Additionally, in our procurements, MAPC has received proposals from other auditing firms, such as Parsons Brinkerhoff, Evari GIS Consultants, STV Engineering, Thielsch Engineering (i.e. Rise Engineering), and The Efficiency Network. This array of proposals has exposed MAPC to additional strategies outside of the chosen vendors.

Audit:

MAPC believes that an inventory audit is a critical first step to any successful streetlight retrofit project. All procurements organized by MAPC have required the vendor to produce an inventory of streetlights by collecting a minimum set of data points on each streetlight through field verification. The last three procurements have specifically required:

- GPS location
- Fixture type
- Wattage
- Nearest street address
- Pole #
- Issues (e.g. corrosion, obstruction)
- Date of data capture
- Any other data relevant to designer's streetlight design process

Most municipalities have tracked their streetlights using a spreadsheet, which lacks detailed spatial data linking an entry to a specific pole location. Further, there is typically not a mechanism for ensuring updates to the data based on changes that are made in the field. As a result, it is common for errors to accumulate over time across the hundreds or thousands of streetlights in a municipality. The following addresses the need for each of these data points.

GPS location is vital to allowing the municipality to effectively track and manage its streetlights assets over time. MAPC requires that the vendor produce the inventory with a Geographic Information System (GIS) file, suitable for use with common GIS software. All streetlights can then be mapped, along with all other data about the light. The GIS information can also play a role in design, based on spacing between poles, for example. At the completion of the project, the vendor will update the spatial information in the file for each light to reflect its new data (e.g., brand, type, wattage, and relevant settings).

In addition to the data collection, MAPC also require the vendor to compare its inventory to the most recent inventory in possession by the municipality. This process identifies potential discrepancies and may identify lights missed by the auditor, which will require field follow up, or lights that are not owned by the municipality. Combined with the wattage information, it enables the vendor to produce accurate baseline calculations of existing electricity costs, make the best estimate for retrofit costs, confirm eligibility of lights for incentives, and make the best estimate for savings and payback period. The information also minimizes the likelihood of errors in fixture procurement and installation that could result in expensive change orders.

Collecting data on visible issues (e.g. tree blockage, corrosion, damage), allows the municipality to address it each early as possible and minimize delays during installation.

Finally, MAPC requires that the vendor collects other data that could be necessary for its design process. Some of these factors may include the mounting height, arm length, roadway classification, pedestrian use, and more. These measurements can be inputs to the designer's light level modeling.

Design:

Design studies also play a key role in a successful streetlight retrofit project. Overall, LED streetlight retrofits tend to improve lighting quality due to more even light distribution and improved color-rendering index compare to High Pressure Sodium. But if replacement fixtures are not carefully selected, a city or town could easily over-light their streets, which could be visually unattractive and would consume unnecessary electricity. At the same time, factors such as build quality, price and the use of advanced controls will impact costs, savings, and payback.

MAPC has structured its last two procurements to set forth minimum requirements for the design process and lets the designer choose how to integrate them into a comprehensive process that garners municipal input and facilitates informed decision making. Those elements are:

- Education on luminaire and photocell products available and relevant characteristics such as build quality, reliability, company stability, available options such as dimmable drivers, color temperature, ease of installation and/or maintenance, compatibility with shields, etc.
- Price of luminaire and photocell products.

- Light level models for at least four types of “typical” municipal streets (one each for decorative lights and cobra-head lights for residential, collector and arterial streets) and do so for model multiple brands and wattages.
- Optional pilot installation of sample fixtures.
- An analysis of the total cost, incentives, savings, and payback for the potential retrofit designs.

MAPC has chosen to explicitly require light-level models to ensure municipalities have the necessary information to maximize energy savings while achieving sufficient quality lighting. Light-level models will provide metrics such as average luminance and minimum and maximum luminance along a roadway. MAPC requires vendors to help the municipality understand these metrics by putting them in context with their existing streetlight system and standards for new installations of roadway lighting, known as Illuminating Engineers Society RP-8. Due to the prohibitively expensive cost of moving poles, it is not feasible or expected to achieve RP-8 in many roadways. Nevertheless, it a helpful reference standard for design. For instance, if the light level models of the LED retrofit show the road would exceed RP-8 standards, then it can reduce wattages to achieve greater savings knowing that it will not sacrifice light quality. Additionally, the designer can demonstrate to the city that even with very low wattage replacements, it can still exceed the quality of lighting that it was delivering with its existing system.

Often, the designer creates a lighting model for a series of standard roadway types that occur within the city or town. Known as “typical” designs, they are based on commonly occurring combinations of traffic and pedestrian volume, speed limit, and mounting height of the light. The models will not reflect the exact realities of a street, but rather reflect commonly occurring conditions. Alternatively, a unique model can be created for each and every street. The latter tends to cost much more, although MAPC has seen a recent market entrant offer individual street modeling for prices competitive with other vendors.

A successful design not only includes consideration of light levels and wattages, but also the cost to achieve those levels. It is important that the designer get indicative pricing for various brands and can model an array of those brands. Further, it must calculate the total cost of the retrofit, well as the net cost after incentives and payback. The structure of utility tariffs, particularly for National Grid, means that a lower wattage light will not always lower the amount of the utility bill. Pilot installations, consideration of material build quality, and options such as control-readiness and/or use of advanced controls are also factors in the design process. MAPC believes its procurement process allows for all of these elements to be combined into a highly effective design.

Timing:

Timing for the audit will depend in part on how many teams are deployed to collect field data. In smaller towns, MAPC typically sees one team deployed, and in larger cities two or three teams. Field data collection may be able to collect 120 lights per hour per team. After field data is collected, then there is quality assurance on the data, and then the reconciliation against existing documentation, and creation of the GIS layer. As a result, once the municipality has actually contracted with the auditor, it will likely take about 1 month for the smallest communities (e.g. less than 500 lights or less) and to 2.5 months for larger communities with over 3,000 lights.

Design time can vary significantly based on the municipality’s available to meet and review elements of the design throughout the various stages. If the design uses more light level models, it can also extend

the design time. Based on our experience, MAPC would estimate that most design processes take 1.5 months under ideal conditions, and that may stretch out longer to 2 or 3 months depending on municipal availability.

d. Coordinating with Investor-Owned Utilities

MAPC's active focus on advocating for energy efficiency and renewable energy has meant that we have worked extensively with investor-owned utilities (IOUs) on a diverse range of matters:

- **LED Streetlights:** In 2013, one of the biggest challenges for communities in Massachusetts seeking to pursue LED retrofit projects was the lack of an LED tariff available to National Grid electric customers. Without this tariff, communities could not realize the cost savings associated with LED retrofits. To address this barrier, MAPC initiated discussions with National Grid and sent in a request on behalf of 10 municipalities to establish a new LED tariff. National Grid responded to this request by approving a new tariff that allowed communities with LED streetlights to receive a reduced rate for the more efficient fixtures.

MAPC regularly engages with the utilities for streetlight retrofit efforts. At the start of our streetlight projects, MAPC makes sure to notify the energy efficiency representatives of the impending project and its timeline, which can help reserve incentive funding. For designer section and EMS projects, MAPC often introduces the selected vendor to the utility contact to facilitate coordination between them. With MES 3 in particular, MAPC engaged with National Grid to help Siemens determine which documents it needed to submit on behalf of municipalities to avoid the need for the utility to de-energize and re-energize streetlights and to ensure appropriate billing changes are made. At the various National Grid conferences at which MAPC has spoken on streetlights, MAPC has gotten to meet the lighting staff.

Immediately following MAPC's EMS 3 procurement, MAPC engaged with National Grid on behalf of the participating municipalities to discuss the possibility of securing rebates for wireless-controls. MAPC had a meeting at National Grid headquarters with staff from the energy efficiency team, and National Grid also scheduled a conference call with their efficiency colleagues from Eversource. Although the decision at the time was to not offer incentives for wireless controls, the discussions strengthened the relationship and built new ties.

- **EE Outreach Programs:** MAPC has a history of partnering with IOUs on innovative community outreach programs. In 2013, MAPC assisted Medford with an application to National Grid's Community Energy Initiative pilot through which close to 600 homes participated in various measures such as home energy assessments, weatherization, air sealing, and installation of energy efficient heating systems. Medford earned \$40,000 as an incentive from National Grid for exceeding their goals in the program. Between 2014 and 2015, MAPC also connected Melrose to National Grid's Small Business energy efficiency program, and was able to obtain a 90% incentive on energy efficient lighting on behalf of the city through National Grid.
- **Energy Consumption and Streetlight Inventory Data:** Municipalities have often relied on MAPC to understand their energy consumption. MAPC has extensive experience collecting and analyzing energy consumption data across the municipal, residential, and C&I sectors from IOUs. Further,

MAPC has helped communities to obtain their streetlight inventories from their respective utilities, add information on incentives, and process the information into a preliminary cost-benefit analysis report.

- **Gas Leaks:** Through a grant funded by the U.S. Department of Energy, MAPC is working on a project to develop best practices for gas leak coordination between the municipalities and utilities. Through the project, MAPC has worked with the utilities to gather information about their perspectives, experiences, and recommendations. The project has strengthened MAPC's reputation at the gas companies as a valuable liaison with municipalities.

MAPC's Clean Energy staff have developed strong relationships with our utility counterparts through a significant portion of our work over the past few years, and will count on leveraging these relationships to ensure that communities have an accurate understanding of their streetlight inventories; incentive structures are well-represented; and utilities are kept in the loop on upcoming projects through DOER's Rapid LED Streetlight Conversion program.

3. Measurement & Verification

For streetlight retrofits, the routine measurement and verification procedure is Federal Energy Management Program Option A: Retrofit Isolation with Key Parameter Measurement. Lighting is called out specifically by the program's M&V guideline as suitable because the uncertainty associated with the project savings is almost entirely attributable to the difference in wattage from the baseline to the post-retrofit.

For the baseline, MAPC will rely on the wattage and type information collected by the auditor. MAPC can have high confidence in these findings, not only based on the experience of the auditor, but also because the utility requires that streetlights will have a sticker on the underside of the light, visible from the ground, with the wattage. For the replacement wattage, MAPC will use the manufacturer's rated wattage, provided on product cut-sheets. To convert both of these wattages into annual kilowatt-hours used, MAPC will utilize each utility's applicable streetlight tariff (e.g. National Grid S-5, Eversource S-2). The tariff provides rules for determining the wattage at which existing and replacement lights will be billed based on the manufacturer's rated or "nominal" wattage, and the assumed hours of operation for each month of the year.

To ensure accuracy of the information across the entire project, MAPC will rely on the audit inventory, which contains existing wattage, GPS-location, and unique ID number. During install, MAPC will require that the installer update that inventory with the new, installed wattage for each light. In this way, MAPC will be able to account for each light's baseline and post-retrofit condition individually. MAPC will also be able to identify if any lights were missed by the installer.

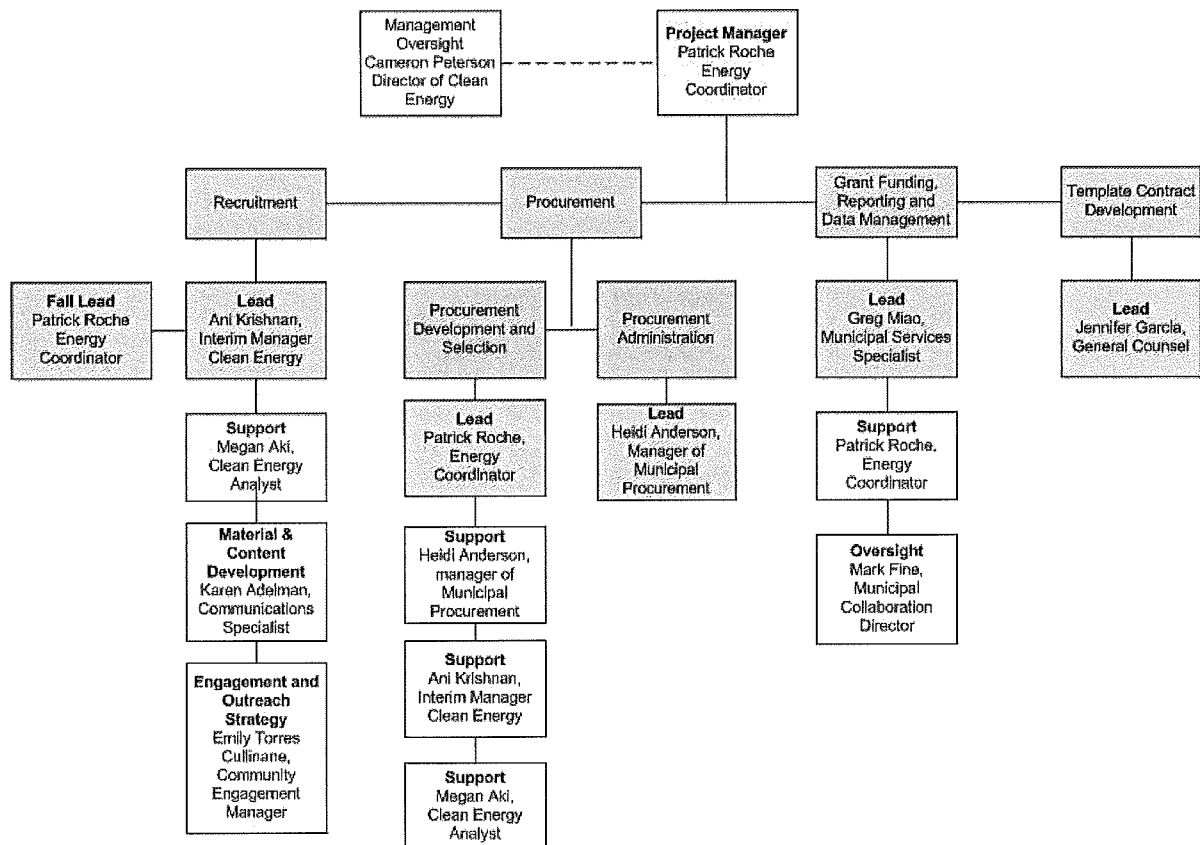
After the retrofit, MAPC will transmit the inventory to the utility to facilitate the billing adjustments. After the next billing cycle, MAPC will ask the municipality for a copy of its streetlight utility bill to confirm that the total billed amount matches MAPC's calculation. If it does not match, then MAPC will ask the municipality to request the utility's copy of the inventory on which the bill is based. MAPC will then compare that inventory against the information provided to the utility to identify discrepancies.

MAPC routinely uses audit inventories and streetlight tariffs to calculate existing costs and potential paybacks from an LED streetlight retrofit for municipalities when they are deciding whether to participate in a collective procurement. MAPC's selected vendors have performed the actual M&V in other projects, and report that data to MAPC. Based on MAPC's familiarity with the tariffs, data management protocols, M&V procedures and our relationships with the utility, MAPC will be able to execute a successful M&V program.

In the event that a municipality installs wireless smart controls that allow for dimming, in addition to the aforementioned procedure, MAPC will model the usage based on the run-time and dimming schedules the municipality plans to use. MAPC will request usage data from the municipality on a monthly basis and compares them to the projections and report to DOER. If the data indicate the municipality could secure a higher incentive or lower billing from the utility, MAPC will work with DOER to determine a strategy to approach the utilities with the data.

4. Project Management Plan

a. Organizational Structure & Responsibilities



Mr. Roche will manage the project and be the primary point of contact for DOER. Mr. Roche will lead all activities in the beginning of the project, starting with enlistment procedures, initial recruitment and the

first round of procurements. When Mr. Roche transitions from initial recruitment to the first round of procurements, leadership for the continued recruitment will transition to Mr. Krishnan. Both Mr. Roche and Mr. Krishnan will be supported in their recruitment efforts by Ms. Aki as well as Ms. Adelman and Ms. Torres-Cullinane. Ms. Torres-Cullinane specializes in community engagement and will help MAPC craft an outreach strategy designed to effectively connect with municipal leadership. Ms. Adelman will develop outreach materials that will be used to support engagement, such as brochures, flyers, and presentations. Ms. Aki will support with phone, email, and in-person outreach.

After the initial fall recruitment, Mr. Roche will lead the development of procurements. Mr. Roche will create model procedures to following when developing each type of procurement, including criteria to assess needs of the municipalities, procurement pathways, scope questions to consider, etc. These procedures will be based on existing MAPC practices, tailored for the needs of this program. Following standard procedures will enable consistency and minimize omissions for subsequent procurements. Mr. Roche will lead the first round of procurement development, following these procedures, supported by Mr. Krishnan and Ms. Aki for content and Ms. Anderson for procurement law. After the first round, the team will revise the procedures as needed. Mr. Krishnan and Ms. Aki may take the lead on specific procurement developments in the future depending on Mr. Roche's availability.

Ms. Anderson will be responsible for the administration of each procurement, including proper advertising, addendum issuance, bid opening, and tabulation. Mr. Roche will provide technical expertise on selection. Ms. Garcia will support the project by helping to develop model contracts for municipalities to use with vendors. MAPC will expect each municipality to provide its own legal counsel and review of individual contracts

Data management for the grant will be the responsibility of Mr. Miao, supported by Mr. Roche and with oversight from Mr. Fine. Mr. Miao will create the database used to track the progress of enlisted municipalities and estimates for energy saving, cost, grant funding required, and other metrics. Mr. Miao will also be responsible for creating the cost, savings, and grant funding estimates, using a methodology developed by the Clean Energy Team. Finally, Mr. Miao will collect, verify, and report final project figures to DOER and the appropriate utility.

b. Key Project Milestones & Deliverables

1. Protocol for Reservation of Grant Funds:

Prior to the beginning of recruitment, MAPC will work with DOER to determine the process for municipalities to reserve grant funding. The Memorandum of Understanding, mentioned in the PON, should suffice as the mechanism to reserve grant funding. MAPC and DOER will need to determine when in the process that MOU can be signed and what criteria are included. To effectively manage recruitment, MAPC must always have an assessment of the grant funding that has been committed. MAPC can estimate the required grant funding for each municipality at various points: pre-audit, using the utility inventory; after the audit; or after design. Accuracy will improve the later in the project the estimate is made, and the reservation criteria should include capacity factors to account for risk and avoid oversubscription. Additionally, the criteria should consider whether the municipality must achieve certain milestones on a schedule, or forfeit their access to grant funding.

To maximize recruitment time, MAPC would like to start this process with DOER as soon as possible upon notification of award. The process could happen concurrently with contract execution.

- **Estimated timeline:** Sept 5-20
- **Deliverable:** Template Memorandum of Understanding, which includes criteria municipalities must meet to reserve funding, the method to calculate and reserve funding, and requirements and/or timelines.

2. Launch Fall Recruitment

Once the reservation system is established, MAPC will begin the recruitment process. MAPC has a database of municipalities that identifies ownership. Combined with data that DOER may have, MAPC believes it can launch an effective, targeted recruitment effort early in the fall. MAPC envisions an initial round of phone and email outreach to each eligible municipality, followed by one or more webinars to review the program, economics, and impact of an LED streetlight retrofit, and how to get involved. MAPC will do in-person follow up meetings as well. MAPC will also engage with our other Regional Planning Agency partners to spread the word about this program.

- **Estimated dates:** Sept 20 – October 31, 2016
- **Deliverables:**
 - Email and phone call to each targeted municipality (i.e. those that are known not to have started the retrofit process)
 - Webinar to launch program in early October
 - In-person meetings as requested by municipalities throughout fall

3. Continued Fall and Winter 2016 Recruitment

MAPC will continue recruitment efforts through December 31, 2016, focusing on in-person visits and phone calls to target municipalities

- **Estimated dates:** November 1 – December 30, 2016
- **Deliverables:** 15,000 streetlights enlisted into program by December 30, 2016

4. Develop First Procurements

MAPC will begin developing its first procurements starting in early October. MAPC expects that municipalities will enlist that need all services, from audit through installation, and others that only need equipment and/or installation procurement. MAPC will assess the needs of the enlisted municipalities, and begin developing the necessary procurement documents. This will include discussions with municipalities that need audits about the potential to do a collective procurement. For all procurements, MAPC will help the municipalities explore relevant scope questions and considerations for evaluation criteria, if applicable. If additional municipalities are recruited during the fall, MAPC will add them to the developing procurements if possible. As part of this process, MAPC will develop model contracts for municipalities to use. MAPC plans to issue the procurements no later than January 9. If possible, MAPC will issue these earlier, but this timing allows for delays due to Thanksgiving and Christmas holidays.

- **Estimate dates:** November 1 – January 9, 2017
- **Deliverables:** Procurements issued for all municipalities recruited during the initial Fall recruitment, with later fall recruits added in as feasible

5. First Round Procurement Selections

MAPC will assist municipalities in evaluation of procurement responses. Depending on procurement issue dates, selections may occur in January or February, 2017.

- **Estimated dates:** January 10 – February 28, 2017
- **Deliverables:** Selected vendors for all municipalities recruited during the initial fall recruitment

6. Winter and Spring 2017 Recruitment, Procurement and Selection

Beginning in January, MAPC will conduct another round of outreach to targeted municipalities and through Regional Planning Agencies. MAPC will prioritize setting up in-person meetings to drive recruitment. As municipalities are enlisted into the program, MAPC will assess their procurement needs and the relative size of the group. MAPC will seek to issue procurements in order to optimize the ability of municipalities to proceed in a timely fashion while also taking advantages of economies of scale. As a result, the frequency of procurements will vary depending upon the needs of the municipalities enlisted. MAPC will issue procurements and then assist municipalities in evaluation of procurement responses. Given the deadline of the project of June 30, 2018, MAPC will prioritize enlisting 80% of the municipalities by the end of June 2017. This timing will allow a full year for municipalities starting from an audit to implement their projects.

- **Estimated dates:** January 2 – June 30, 2017
- **Deliverables:**
 - Cumulative 25,000 lights enrolled by March 31, 2017
 - Cumulative 40,000 lights enrolled by June 30, 2017

7. Summer 2017 Recruitment, Procurement and Selection

MAPC will continue recruitment through the summer. This recruitment will target municipalities that may have delayed taking advantage of the program and those that have recently acquired their lights. Due to the time involved in executing a streetlight retrofit project from scratch, MAPC expects the remainder of the lights will be enrolled by the end of the summer 2017. Additionally, as municipalities move through the audit and design phase in the spring, they may be ready for fixture and installation procurements in the summer. MAPC will issue any additional procurements as soon as possible in the summer or early September.

- **Estimated dates:** July 3 – September 1, 2017
- **Deliverables:**
 - Cumulative 45,000 lights enrolled by September 1, 2017

8. Fall and Winter 2017/2018 Procurement & Selection Development

As municipalities move through their audit and design processes, they will become ready for fixture and installation procurements. MAPC expects that the fall of 2017 and winter of 2017/2018 will consist mostly of procurements for these services.

- **Estimated dates:** September 1 through March 31, 2017.
- **Deliverable:**
 - Procurement issued by September 31, 2017 with others following as needed

9. Fall 2017 Recruitment (as needed)

MAPC expects to conduct minimal fall recruitment, based on the previous recruitment efforts and the timeline necessary to implement projects. MAPC will conduct regular outreach through its own networks and Regional Planning Agencies to ensure municipalities remain aware of the program, particularly those that may have recently acquired lights. MAPC will also connect with the appropriate departments at each investor owned utility to ensure that municipalities and MAPC can connect as soon as possible once they begin the process to buy-back streetlights.

- **Estimated dates:** September 2, 2017 – December 29, 2017
- **Deliverable:**
 - Cumulative 50,000 lights enrolled by September 29, 2017

10. On-Going Reporting to DOER and Utilities

As municipalities close out the installation of each project, MAPC will collect installation data, updates cost and savings data, and report to DOER. Additionally, MAPC will report data to the utility in the proper format for the municipality to receive its utility incentive.

c. Project Schedule

See Gantt chart in **Appendix 1**

d. Risks & Mitigation

- Recruitment & Availability of Project Funds – In order to leverage the grant funding to most effectively incentivize municipalities to retrofit their streetlights, municipalities will need to have a guarantee that funding will be available if they pursue a retrofit. Once a municipality is enlisted, MAPC can estimate the total cost of the project using information known at the time and then estimate the amount of grant funding that will be reserved for that municipality. However, the earlier in the retrofit process that a municipality enlists in the program, the more likely it will be that the initial estimate and final cost of equipment and installation differ. With a ceiling on total grant funding, MAPC must ensure it does not over-subscribe the grant.

To deal with this risk, MAPC proposes that it increase its estimates of cost and therefore grant funding by an adjustable safety factor. The safety factor will decrease as project specificity increases. For example, if reserving funding based on a utility-inventory, MAPC may use a 5% buffer. After design is completed, that buffer could reduce to 3%, and after procurement, that would reduce to 1%. The 1% accounts for the potential for some in-field change orders. Once funding is fully subscribed, and additional municipalities would be put on a wait list. As projects finish and/or estimates get updated, funding may become available, to be accessed by those on the wait list.

Additionally, MAPC would require the enlisted municipality to meet milestones on a time schedule, otherwise potentially forfeit funding back to any municipalities on the waiting list. See the following section for details.

- Ensuring Municipal Progress – From MAPC's previous projects, it has experienced delays in municipal projects due to delays contracting, financing, and lack of staff time to dedicate to the project. In order to meet the deadline of this project, municipalities will need to move expeditiously. MAPC believes that having a requiring municipalities to meet certain milestones based on their date

of enlistment in the program will provide the necessary motivation to keep projects moving. Failure to meet a milestone would result in the municipality forfeiting its reserved grant funding if wait list municipalities exist.

MAPC envisions the following milestones:

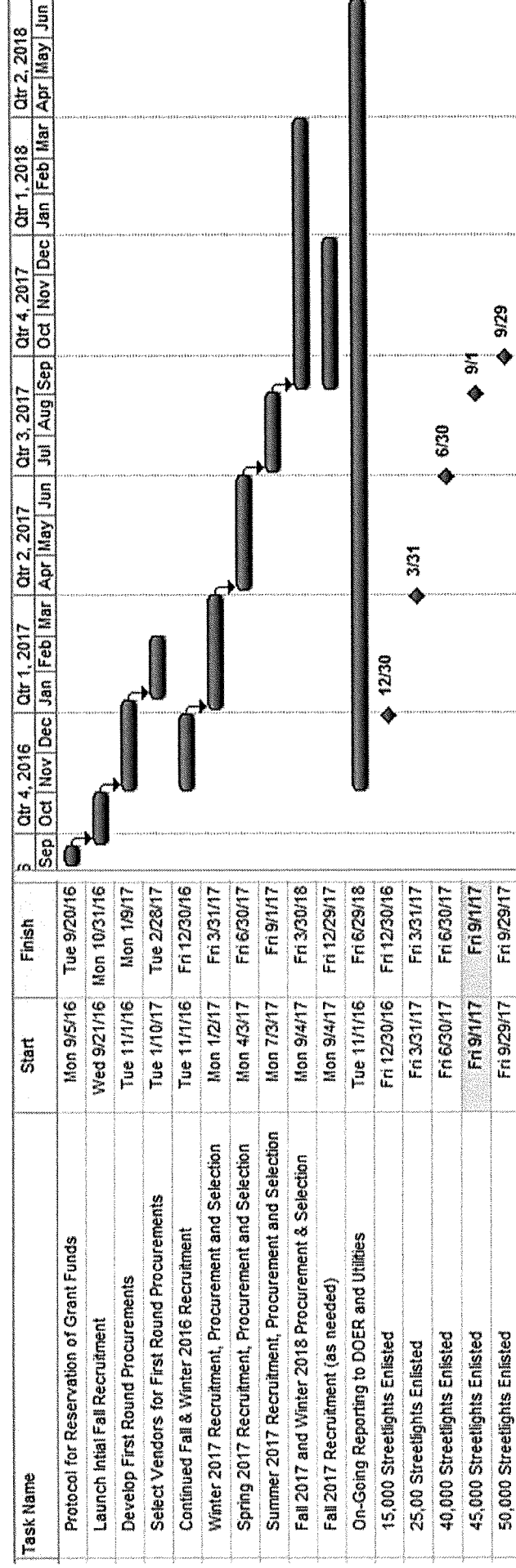
Project Milestone	Time to Pursue from Enlistment or Previous Milestone
1. (If needed) Participate in audit vendor procurement	3 months
2. Execute audit contract	1 months
3. Complete audit	3 months
4. Participate in product procurement	3 months
5. Execute product contract	1 months
6. (If needed) Participate in install procurement	2 months, unless delay of fixture delivery requires a delay in procurement of installation labor
7. Execute install contract	1 month

These milestones are conservative and allow for reasonable delays on the part of the municipality or for the municipality to wait to partner with a larger group of municipalities. MAPC will work to move municipalities along faster and expects that it is completely feasible to do the entire project from audit to installation in under a year.

In addition to the milestones, MAPC will take proactive steps to help municipalities avoid the most common delay pitfalls.

1. *Contract Delays* – MAPC will develop model contract documents for each of its procurements. In previous projects, municipalities have begun reviewing the contract after award. In order to participate in each procurement, MAPC will require municipalities to begin legal review of the contract as soon as the procurement is released. This way, the municipality should have a clean copy of the contract by the time the vendor is selected, or be very close to finishing it.
2. *Point Person Availability* – MAPC has seen delays pile up due to the lack of availability of the municipal point of contact/decision maker for the project. Delays have also accrued because the point person has not kept the municipal decision maker, such as the Mayor or Town Administrator, informed. To address this, MAPC will require in order to participate in each procurement, a point-person is made available and that the point-person demonstrate that it is in touch with the appropriate municipal decision-maker about the status of the project. Further, MAPC will determine a frequency of check-in calls appropriate to the procurement, to which the point-person must commit. For example, a mandatory 30 minute check-in call with the selected auditor will ensure the audit project starts quickly and the auditor can resolve questions to avoid delays.

Appendix 1. Gantt Chart of Project Timeline





SMART GROWTH AND REGIONAL COLLABORATION

Appendix 2. Resumes & Bios

Patrick Roche

Energy Coordinator



As Energy Coordinator for MAPC, Mr. Roche develops programs to help municipalities implement energy efficiency and clean energy strategies that cost-effectively reduce greenhouse gas emissions. Mr. Roche specializes in LED streetlight policy and technology, green municipal aggregation, renewable energy credits, demand side management and natural gas leaks.

RELEVANT EXPERIENCE

Metropolitan Area Planning Council, Boston, MA

Clean Energy Planner, 2014-Present Manages the LED streetlight retrofit program and has helped 21 communities, with over 64,000 lights, to procure a vendor to design and retrofit their streetlight systems. Manages the green municipal aggregation program, which supports implementation of aggregation programs that help add new renewable electricity generation to the ISO-NE grid; recruited 9 municipalities, with over 125,000 households, to the program through August 2016. Designed and operates MAPC's peak demand notification program, which helps over 20 municipalities to anticipate the peak hour of demand on the ISO-NE grid and execute targeted load shedding activities.

Building 36 Technologies

Market Development Manager, 2013-2014 Led training and support operations for contractors installing Building 36's energy management and home automation software which included communicating thermostats and real-time electricity monitoring. Developed a comprehensive installation and support guide, 23 how-to videos for installation and configuration, and delivered installation trainings to all new contractors. Organized contractor feedback to craft specifications for 15 product enhancements.

Conservation Services Group

Operations Analyst 2010 -2013 For new energy efficiency programs, developed and implemented project management tools to expedite new program launch by improving collaboration between the 4 responsible departments. Led deployment of Contractor Scoring System, a company best practice used in utility residential energy efficiency programs to objectively quantify contractor quality and provide actionable feedback. Founded first group to drive coordination between 4 central services involved in energy efficiency program design.

Conservation Services Group

Public Policy Fellow 2009-2010 Managed the National SAVE Energy Coalition, which empowers businesses to advocate for clean energy legislation. Organized and managed 7 educational webinars on climate and clean energy legislation with 200 to 1,000 attendees; planning involved coordination with 3-5 other organizations.

EDUCATION

Colby College BA in Environmental Studies with Policy Concentration, 2009

RECENT PUBLICATIONS & PRESENTATIONS

- **"Streetlight Buyback & Retrofit"**, presenter at Massachusetts Association of Public Purchasing Officials, May 2016
- **"Municipal Advances in Clean Energy"**, moderator and presenter at Metrowest TechSandBox, May 2016
- **"Planning for Clean Energy beyond the Municipal Sector"**, moderator and presenter at MAPC Clean Energy Forum, October 2015
- **"Capacity Costs & Peak Demand"**, presenter, Massachusetts Facilities Administrators Association Conference, September 2015

SKILLS

Software ArcGIS, Mass Energy Insight, MS Office Suite

Language Conversational in Spanish

Karen Adelman

Communications Strategist



Ms. Adelman analyses communications challenges and devises effective means of addressing them. She works to connect Greater Boston with MAPC's principles and services, and supports MAPC's staff and municipalities with communications consultation and materials.

Past experience

Ms. Adelman joined MAPC in 2013 after many years as an independent communications consultant. She worked with a wide variety of clients, large and small, including Beacon Capital Partners, Bacon Street Farm, Sonder Group, Tourtellotte Solutions, Cocoapelli Chocolates, Children's Hospital of Pennsylvania, Hospital of the University of Pennsylvania, and many others. She advised clients on matters of marketing strategy, wrote marketing materials, and wrote, edited, and ghostwrote articles, white papers, and several books.

A longtime volunteer participant in the municipal life of Natick, Massachusetts, Ms. Adelman has worked on strategy and communications for many local political campaigns and served on the Natick School Committee for six years. She has been a member of the appointed Finance Committee, the Strategic Plan Review Committee, and the Charter and Bylaw Review Committee. She has been a member of Natick's elected Town Meeting for many years, and represents Precinct 6.

Ms. Adelman holds a B.A. in Political Science from Swarthmore College and an M.F.A. in Fiction Writing from the University of Iowa Writers' Workshop.

Areas of expertise

Marketing strategy, persuasive and other writing.

Megan Aki

Energy Analyst



Megan Aki joined MAPC's Clean Energy Department in July 2016 as an Energy Analyst to build capacity for research, policy and communications work and support regional clean energy procurements, community energy planning, and clean vehicle projects.

Past Experience

Megan previously worked at MAPC in the Government Affairs Division as a co-op student in 2014. The following summer, Megan worked as a Sustainable Mobility Fellow for MIT's Office of Sustainability, where she focused on campus mobility planning and developed a strategic vision for the Committee for Transportation and Parking. Megan then went on to join Naomi Mermin Consulting, LLC, as an Analyst, where she supported the Principal, Naomi Mermin, in analyzing and evaluating regional, state, utility, and local energy and climate programs.

Education

Megan holds a Bachelor of Science in Political Science from Northeastern University, where she focused on public policy and urban studies.

Expertise

Energy efficiency, energy and climate policy, data analysis and management, and campus mobility planning.

Heidi Anderson

Manager of Municipal Procurement



Summary

Heidi Anderson joined MAPC in August 2004 to develop MAPC's Greater Boston Police Council (GBPC) Collective Procurement Program. As Municipal Procurement Services Manager she performs all procurements for MAPC's various collective procurement programs and provides procurement advice and assistance to MAPC staff.

Current Activities

Ms. Anderson currently manages all aspects of the collective procurement programs for the Greater Boston Police Council (GBPC) and the Fire Chiefs Association of Massachusetts (FCAM) as well as cooperative bids for public works services.

Past Experience

Prior to working at MAPC, Ms. Anderson spent several years on the Central Artery/Tunnel Project performing construction administrative and contract administrative duties on interstate highway and interchange tunnel finishes contracts valued at \$210M.

Education and Professional Affiliations

Heidi is a member of the Massachusetts Association of Public Purchasing Officials. Although holding a Juris Doctor degree from New England School of Law, she does not maintain an active law practice in the Commonwealth.

Areas of Expertise

Municipal procurement, contract administration

Rebecca Davis

Deputy Director



Rebecca Davis has worked with the Metropolitan Area Planning Council since 2008, serving as the agency's Deputy Director since 2015.

Current Activities

As Deputy Director, Ms. Davis oversees the agency's administration, finance and human resources operations, and works across all departments to implement MAPC's strategic priorities in alignment with the agency's visionary regional plan, *MetroFuture: Making a Greater Boston Region*.

Prior to her appointment as Deputy Director, Rebecca served as Director of both the Government Affairs and Clean Energy teams at MAPC. As Government Affairs Director, she developed and led MAPC's legislative agenda both at the state and federal level, including zoning reform legislation, transportation funding, and energy and environmental initiatives. She also served as the legislative director for the Massachusetts Association of Regional Planning Agencies (MARPA), the organization of all 13 regional planning agencies in the state. As the head of MAPC's Clean Energy Division, Ms. Davis oversaw all of MAPC's clean energy work and focused on promoting local and state policies that support the implementation of renewable energy and energy efficiency projects at the local level. She also served on the Global Warming Solutions Act Implementation Advisory Committee and the Green Communities Advisory Commission.

Past Experience

Prior to joining MAPC, Ms. Davis worked in the Massachusetts State House as Legislative Director to State Senator Robert O'Leary, where she worked on the passage of numerous environmental laws, including the Massachusetts Oceans Act, the nation's first ocean management legislation and the Green Communities Act, creating policy to promote energy efficiency and renewable energy development. Ms. Davis has experience working on numerous political campaigns, most recently serving as the Campaign Manager for a Congressional race.

Education and Professional Affiliations

Ms. Davis is a graduate of Brown University in Providence, Rhode Island, where she earned a Bachelor of Arts in Public Policy and American Institutions.

Areas of Expertise

Legislative advocacy, energy policy, municipal government, environmental policy, transportation policy

Mark Fine

Director of Municipal Collaboration



Summary

Mark Fine is the Director of MAPC's Municipal Collaboration department, which aims to partner with cities and towns to support regional collaboration and help them become more effective, efficient and innovative. Mark is seeking to build on the department's successful shared service, collaborative procurement and homeland security practices.

Past Experience

Before joining MAPC, Mark served as the Managing Director of the Office of Commonwealth Performance, Accountability and Transparency, which was a newly created office within the Executive Office for Administration and Finance. In that role, he led the state's MassResults performance management initiative and efforts to improve the transparency of state spending and performance information through new online tools. Mark had previously spent seven and a half years working as a civil servant in the British Treasury on a range of issues, such as infrastructure finance, housing policy, local taxation and public services reform. Before that, he worked as Chief of Staff to Massachusetts State Senator Cynthia Stone Creem and as a senior legislative aide to Chicago Congressman Luis V. Gutierrez.

Education and Professional Affiliations

Mark has an M.A. in International Relations from the George Washington University Elliot School for International Affairs. His undergraduate studies were in history at Boston University. Mark grew up in Brookline and despite leaving a few times always comes back home to the Boston area. He now lives in Newton with his wife and two children.

Jennifer R. García

General Counsel



Summary

Jennifer García has provided legal counsel to MAPC since 2009. She is responsible for ensuring that the agency is compliant with relevant federal and state law in the areas of employment, ethics, open meeting, public record and procurement law.

Current Activities

As a member of the Government Affairs team, Jennifer also focuses on promoting MAPC's legislative efforts in the areas of municipal health insurance reform, regionalization and zoning reform. She provides technical assistance to municipalities interested in adopting the new health insurance reform law and in pursuing regionalization projects. She also manages MetroFuture, Inc., a 501(c)(3) corporation affiliated with MAPC.

Past Experience

Prior to joining MAPC, Jennifer was a policy analyst at the Massachusetts Budget and Policy Center and worked for the North Carolina General Assembly Bill Drafting Division and Self-Help, a community development lender in Durham, North Carolina.

Education and Professional Affiliations

Ms. García earned a Bachelor of Arts in History-Sociology at Columbia University and a Juris Doctorate at the University of North Carolina at Chapel Hill. She is a graduate of the Commonwealth Seminar and the Initiative for Diversity in Civic Leadership (IDCL), and is a current National Hispana Leadership Institute (NHLI) ALL IN fellow. Jennifer is admitted to the Massachusetts Bar and serves on the board of the Massachusetts Alliance on Teen Pregnancy.

Areas of Expertise

Public law, regionalization, intermunicipal agreements, municipal health insurance, legislative affairs

Ani Krishnan

Energy Planner



Summary

Ani Krishnan joined MAPC's Energy team in January 2013. As an Energy Planner, Ani identifies projects and initiatives that promote sustainable energy use, and facilitates their implementation across MAPC's member jurisdictions.

Current Activities

Mr. Krishnan is currently leading the creation of an energy toolkit, an online resource that will serve as a comprehensive database of energy-related strategies for MAPC communities, and help both novice and experienced cities and towns pursue clean energy efforts.

Past Experience

Mr. Krishnan developed his quantitative analysis expertise working with the Environment Agency in his hometown of Abu Dhabi (U.A.E) where he helped the local government create the region's very first energy efficiency standards. He also worked with a private planning consultancy in the region to evaluate clients' proposals for compliance with development standards and adherence to sustainable design principles.

Prior to joining the MAPC, he was selected as an EDF Climate Corps Fellow for the City of Dallas, where he worked to identify and implement energy efficiency and conservation strategies. His recommendations included energy savings through preventive maintenance planning, demand-side management, and energy-efficient equipment.

Education and Professional Affiliations

Mr. Krishnan holds a Master's degree in Community & Regional Planning from the University of Texas at Austin, where he pursued specialized coursework in building energy efficiency and renewable energy policy. He earned a dual Bachelor's degree in Building Construction and Management from the Georgia Institute of Technology.

Areas of Expertise

Quantitative energy analysis, energy modeling, renewable energy policy, building energy efficiency.

Gregory Miao

Municipal Services Specialist



Current Activities

Mr. Miao works on building collaborative relationships among MAPC communities by providing research and drafting agreements for communities that are looking to work together. Such agreements include: collective procurement of goods and services, contracting with other municipalities for services, and the creation of new governing organizations to provide services on a regional basis. Additionally, Mr. Miao has worked to help merge two municipal fire departments, create regional public health districts, create regional animal control districts, and help implement 911 emergency response dispatch centers.

Past Experience

Prior to joining MAPC, Mr. Miao worked as a municipal attorney for three years with the law firm of Brackett & Lucas, where he represented numerous municipalities on a range of issues, including: construction litigation, zoning appeals, employment claims, health enforcement actions, municipal finance and procurement, and Town Meetings.

Education and Professional Affiliations

Mr. Miao earned a Bachelor of Arts in Government from St. Lawrence University in 2007, a Juris Doctor from Case Western Reserve University School of Law in 2011, and a Master of Science in Urban and Regional Policy from Northeastern University in 2014. Mr. Miao is a member of the Massachusetts Bar Association and retains an active law license.

Cammy Peterson

Director of Clean Energy



Summary

Cammy Peterson joined MAPC's Clean Energy Department in 2013. As Director of the Department, she oversees MAPC's clean energy work, including local energy planning, regional energy procurements, and local and state energy policy.

Current Activities

Ms. Peterson oversees MAPC's clean energy work, including local energy planning, regional energy procurements, and local and state energy policy. She facilitates local planning through the Local Energy Action Program (LEAP), from facilitating progress toward Green Communities designation and stretch code implementation to meeting with municipal officials and project partners and overseeing scope development and project implementation. Ms. Peterson further strives to integrate clean energy practices into all aspects of MAPC's planning work. In supervising regional energy procurements, her work includes developing project scopes, soliciting project participants, issuing solicitations, organizing and guiding selection processes, and supporting municipal project execution. She also spearheads solar, renewable thermal, climate, community energy resiliency, alternative fuel infrastructure, and energy efficiency program and policy development and cultivates partnerships with municipalities, community-based organizations, policymakers, and other energy stakeholders to advance clean energy efforts throughout the Commonwealth. Ms. Peterson leads the Energy team's solar projects, including the Regional Solar Initiative, other solar energy management services projects, solar developer procurement, and solar bylaw design, as well as statewide and municipal governance initiatives.

Past Experience

Ms. Peterson managed the energy, environmental, and transportation policy and legislative portfolios for New York State Assembly member Brian Kavanagh. In this capacity, she helped to enact a statewide law requiring that rechargeable batteries be recycled, worked to reduce polystyrene use and implement bus rapid transit, and developed bills to require greater energy efficiency in televisions and to reduce mercury content in compact fluorescent lamps, among many others. She has also worked with the Clean Air Task Force, Massachusetts Department of Energy Resources, U.S. Environmental Protection Agency, and the Center for International Environment & Resource Policy on a range of renewable energy, municipal energy financing, and sustainable development research projects.

Education and Professional Affiliations

Ms. Peterson earned a Master's degree in Urban and Environmental Policy and Planning from Tufts University, where she focused on clean energy and climate policy and planning. She holds a Bachelor of Arts degree, cum laude, from Harvard University.

Areas of Expertise

Clean energy policy and planning, municipal solar procurements and planning, Green Communities Designation criteria, sustainable development, clean energy and climate change analysis, clean municipal vehicle fleets, smart growth.

Emily Torres-Cullinane, Community Engagement Manager



Current Activities

Emily Torres-Cullinane provides support in the implementation of the Metropolitan Area Planning Council's smart growth plan, "MetroFuture: Making a Greater Boston Region." She garners constituent involvement and spreads awareness on the various campaigns and activities involved in the plan. Ms. Torres-Cullinane is also the Subregional Coordinator of MAPC's South Shore Coalition.

Past Experience

Prior to joining MAPC, Ms. Torres-Cullinane was a Partnership Specialist for the 2010 Census working in community outreach and public awareness. Specifically, she worked with local community organizations and college students in the New England Region. Before that she worked as a Meetings/Event Planner and Program Coordinator for the Feinstein International Center at Tufts University.

Education and Professional Affiliations

Ms. Torres-Cullinane earned a Bachelor of Arts in Public Relations and a Minor in Spanish at Suffolk University. She is a graduate of the Commonwealth Seminar and the Initiative for Diversity in Civic Leadership (IDCL). Emily serves on the board of Suffolk University's Young Alumni Advisory Group and volunteers for the Cedar Grove Civic Association in Dorchester, MA.

Areas of Expertise

Community Outreach, Civic Engagement, Program Development, Public Relations, Event Planning, Fluency in Spanish.



SMART GROWTH AND REGIONAL COLLABORATION

Appendix 3. Commitment Letters



Massachusetts Association of Regional Planning Agencies

August 16, 2016

Commissioner Judith F. Judson
Massachusetts Department of Energy Resources
100 Cambridge Street, 10th Floor
Boston, MA 02114

RE: Support for MAPC Application to Massachusetts Rapid LED Streetlight Conversion Program

Dear Commissioner Judson:

On behalf of the Massachusetts Association of Regional Planning Agencies (MARPA), I am writing to express our support for the application submitted by the Metropolitan Area Planning Council (MAPC) to be awarded a grant from the Massachusetts Department of Energy Resources under the Rapid LED Streetlight Conversion Program. As the statewide organization representing the Commonwealth's 13 Regional Planning Agencies (RPAs), MARPA is a premier advocate for actions which promote efficiency and reduce municipal financial burdens through regionalization in Massachusetts.

MAPC has worked extensively on the issue of LED conversions, both within their region and with partner RPAs across the Commonwealth. To date, MAPC has helped municipalities procure the services and equipment to convert 75,000 streetlights to LEDs. MAPC also has staff capacity to manage statewide procurements, and has facilitated procurements for MARPA through a memorandum of understanding (MOU). This process allows for all 351 cities and towns in Massachusetts to reap the benefits of collaborative procurement, including cost savings and a more efficient procurement process.

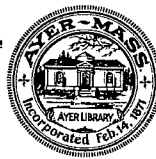
Thank you for your consideration of this letter, and we look forward to the opportunity to work with our colleagues at MAPC on this exciting project.

Sincerely,

Tim Brennan
MARPA President
Executive Director, Pioneer Valley Planning Commission

DEPARTMENT OF PUBLIC WORKS

Mark L. Wetzel, P.E., Superintendent
Daniel S. Van Schalkwyk, P.E., Town Engineer



Water, Wastewater, Highway & Solid Waste Divisions

25 BROOK STREET
AYER, MASSACHUSETTS 01432
T: (978) 772-8240
F: (978) 772-8244

August 15, 2016

Patrick Roche
Energy Coordinator
Metropolitan Area Planning Council
60 Temple Place, 6th floor
Boston, MA 02111

RE: Town-wide LED Streetlight Conversion Program

Dear Patrick:

The Town of Ayer fully supports Metropolitan Area Planning Council efforts related to the Massachusetts Rapid LED Streetlight Conversion Grant Program. Ayer is looking forward to working with MAPC on our Town-wide LED streetlight retrofit program. Based on our research on Municipal LED streetlight conversions, it was obvious that MAPC is a leader in this field and your assistance will be that you reached out to us initially given our experience in the area.

Regards,

AYER DEPARTMENT OF PUBLIC WORKS

Mark L. Wetzel, P.E.
Superintendent



V. ATTACHMENT C – SCOPE OF CONTRACT AWARD AGREEMENT

COMMONWEALTH OF MASSACHUSETTS SCOPE OF CONTRACT AWARD AGREEMENT

**By and Between
Massachusetts Department of Energy Resources
and
Metropolitan Area Planning Council (MAPC)**

AMENDMENT THREE – JUNE 2019

Amendment Three increases the Maximum Obligation by three hundred and twenty-five thousand dollars (\$325,000.00) for a Total Contract Value of six million, eight hundred and twenty-five thousand dollars (\$6,825,000.00), extends the period of performance from June 30, 2019 to June 30, 2020 and changes the contractor's administrative fee from a per fixture replaced fee to a flat fee of seven thousand five hundred dollars (\$7,500) for any municipality with a Memorandum of Understanding (MOU) that is executed after April 1, 2019 and who is awarded a grant through this program for fixtures that are retrofitted. Any funds that are not disbursed or for which the Contractor has not received commitments for by June 30, 2020 shall be returned to the DOER no later than September 1, 2020.

AMENDMENT TWO – APRIL 2018

Amendment Two increases the Maximum Obligation by five hundred thousand dollars (\$500,000.00) for a Total Contract Value of six million, five hundred thousand dollars (\$6,500,000.00) and extends the period of performance from December 31, 2018 to June 30, 2019.

AMENDMENT ONE – JULY 2017

The Division of Energy Resources (DOER) and the Metropolitan Area Planning Council (MAPC) agree to amend their existing contract for the Massachusetts Rapid LED Streetlight Conversion Grant Program in order to allow grant funding to be used for the installation of certain wireless controls as an additional measure. These wireless controls are intended to give the municipality the ability to schedule and dim retrofitted street lights via computer and/or respond to inputs such as motion sensors. Installation of such controls will give the municipality the ability to obtain additional energy savings and dimming will help extend the life of the fixtures, provide more even light levels and can help reduce maintenance costs through more accurate and timely reporting of problems.

Applications for funding shall be submitted by the municipality to the MAPC for review and recommendation and will be approved by the DOER on case by case basis. Each application shall provide a plan of use that demonstrates the energy savings and benefits to the municipality. The plan of use must be included as an additional requirement in the Memorandum of Understanding (MOU) that is executed between MAPC and the municipality.

Funding

Grant funding for wireless controls will be in addition to the program's LED retrofit funding and will be equal to:

- Fifteen percent (15%) of the purchase cost of wireless control nodes, with a cap of \$15 per node.

- Fifteen percent (15%) of the purchase cost of controls gateways, with a cap of \$225 per gateway.
- Fifteen percent (15%) of the cost of installing controls gateways, with a cap of \$15 per gateway.

SCOPE OF CONTRACT AWARD – JANUARY 2017

1. Overview

The purpose of this Contract is to award grant funding to the Metropolitan Area Planning Council (Contractor) to administer municipal grants for the conversion of municipally owned high intensity discharge (HID) streetlights to Light Emitting Diode (LED) technology (the Project(s)). The use of these funds is restricted to specifically approved Project(s). Funds made available through this Grant Program are for the purchase of and installation of replacement LED streetlights, advanced controls, and administrative functions undertaken by the Contractor in the course of administering grant funding.

No changes in scope can occur without the express written approval of the DOER.

2. Procurement

All procurement contracts and subcontracts entered into by public agencies and governmental bodies shall be governed by and be in accordance with Massachusetts General Laws. Where applicable, such procurements, contracts and subcontracts shall be governed by the provisions of either M.G.L. c.25A, § 11C or §11I, M.G.L. c.30B, or M.G.L c.149.

All streetlight fixtures procured through the program using the DOER grant funding must be found on the Design Lights Consortium (DLC) qualified product list, possess a 7-pin NEMA socket, and come with a cut sheet showing performance characteristics and warranty.

The DOER strongly recommends that participating municipalities consider converting to LEDs with a color temperature of 3000K rather than 4000K, in order to mitigate the potentially adverse effects of prolonged exposure to the blue wavelength of the light spectrum.¹ The DOER recognizes that this may not be possible in every municipality due to differing circumstances.

3. Program Schedule

The following are program milestones to ensure the timely completion of the Project. All program management activities, including recruitment, procurement development, audits, fixture selections, streetlight installations, and reporting will occur on a rolling basis throughout the contract grant period. In the event that the Contractor is unable to meet any of the program milestones listed below the Contractor agrees to contact the DOER promptly.

Program Milestones:

- (1) Launch recruitment: January 3, 2017
- (2) Develop first procurements: March 7, 2017
- (3) First fixture selections: April 26, 2017
- (4) First fixture installations: May 19, 2017
- (5) Complete project: December 31, 2018

¹ Blue light can cause visual discomfort, impact circadian rhythms, and harm or disorient some other species if not properly controlled.

4. Disbursement of Funds

Initial Disbursement

The DOER, upon Contract execution will disburse up to one percent (1%) of the total grant award in an amount not to exceed sixty thousand dollars (\$60,000) to the Contractor for administrative cost incurred to initiate the Grant Program.

Additional Disbursements

Additional disbursements will be made available each time the Contractor receives written commitments (Commitments) from municipalities to replace their existing HID streetlights with new LED roadway cobra-head streetlights in an amount equal to seven thousand five hundred (7,500) units, where a unit is equal to one (1) roadway cobra head streetlight. Upon the Contractor having received Commitments from municipalities equal to seven thousand five hundred (7,500) units, the Contractor shall then be eligible to receive six hundred and seventy five thousand dollars (\$675,000). Commitments, for the purposes of grant disbursement, will consist of the following documentation, submitted for each participating municipality:

- Memorandum of Understanding from a municipality stating the number of streetlights replaced using grant funding from this program, model characteristics of these lights including the make, model, existing and replacement wattages, existing and replacement lumens, and replacement color temperature
- Invoice(s) from the lighting manufacturer showing the purchase price of the roadway cobra-head streetlights and controls if any
- Signed statement from the chief executive of each municipality attesting to all the above information is complete and accurate

Grant funds are not eligible to be used to reimburse the Contractor for any work related to this Project, performed prior to the date of the execution of this Agreement (Effective Date).

5. Separate Accounts

The Contractor is required to conduct its business and affairs such that all ledger accounts and records pertaining to the receipt and expenditure of DOER funds under this Agreement are maintained separately and distinct from all ledger accounts and records of the Contractor relative to any other enterprise, which the Contractor has engaged in, developed, or administered.

6. Amount of Grant Award

The maximum amount of the grant funding available to the Contractor for the purposes of completing LED streetlight retrofits under this Project will be six million dollars (\$6,000,000).

7. Unused Funds

Any funds that not disbursed or for which the Contractor has not received commitments for by December 31, 2018 shall be returned to the DOER no later than Monday March 1, 2019.

8. Administrative Costs

If at the conclusion of the contract the average total price per fixture² of the roadway cobra-head streetlights installed by a municipality is less than four hundred dollars (\$400) the Contractor's administrative costs shall not exceed eight percent (8%) of the total grant award. If the average total price per fixture of the roadway cobra-head streetlights installed by a municipality is greater than four hundred dollars (\$400) at the conclusion of the contract, the Contractor's administrative costs may not exceed seven percent (7%) of the total grant award.

9. Publicity

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

10. Required Documentation and Reporting Requirements

Required Documentation: A memorandum of understanding (MOU) shall be required of each municipality participating in this grant program, signed by the chief executive of that municipality and provided back to the DOER. After fixture selection is completed, an addendum to each MOU will be required detailing the following information about the existing fixtures, the selected replacement fixtures and returned to the DOER:

- Make and model number (replacement)
- Lumen output (existing & replacement)
- Color temperature (existing & replacement)
- Wattage (existing & replacement)
- Number of converted fixtures by model number
- Number of replacement fixtures with advanced controls installed
- Number of fixtures de-lamped³ as part of the Project
- Selected vendor and the price of installation

The type of fixture, its installation cost and performance data will be required in a Microsoft Excel spreadsheet, provided to the DOER. Each row of the spreadsheet will represent a unique fixture model. For example, a municipality may install one hundred and fifty lights (150) lights all of which are either:

- (A) 50 LED Lights 25 watts, 2700 lumens, 3000K
- (B) 50 LED Lights 55 watts, 5500 lumens, 3000K
- (C) 50 LED Lights 28 watts, 2700 lumens, 3000K

Each model is required to be listed in a separate row in the spreadsheet even when, as in the above example, models have the same color temperature and the same lumen output.

Financial Reporting: The Contractor shall provide to the DOER a bi-monthly report detailing the amount of grant funding disbursed to municipalities during the prior two months and any other information the Contractor deems relevant to the DOER's assessment of the program's progress.

² The average total price per fixture will be defined as the purchase price of a roadway cobra-head fixture plus the direct cost of its physical installation. It will not include the cost of any auditing or design services that municipalities provide for as part of their participation in the Program.

³ Streetlights permanently turned off having been deemed unnecessary by the town.

Abuse of Funds: The Contractor shall incorporate into its program, the guidance provided by the Office of the State Comptroller regarding fraud, waste, and abuse of funds.

Final Report: A final report shall be submitted by the Contractor to the DOER within two (2) months from the final Projects completion date. The final report will include a detailed summary of the projects completed, including a list of the participating municipalities, the number of streetlights retrofitted, the wattages of existing and replacement lamps, the color temperature of replacement lamps, and number of lamps permanently removed or added.

All reports are to be submitted to the contact person listed below.

Dan Sardo, Energy Efficiency Program Manager
Massachusetts Department of Energy Resources
100 Cambridge Street, Suite 1020
Boston, MA 02114
Tel: (617) 626-7340
Email: dan.sardo@mass.gov

Ownership of Reports: All deliverables shall be owned by the Commonwealth and will be treated as public documents. Following the completion of the contract, both the Commonwealth and the Contractor shall retain the right to make further use of the deliverables.

VI. ATTACHMENT D – BUDGET

Check one: ____ Initial Budget

 X Budget/Account Amendment. Maximum Obligation before this Amendment: \$6,500,000.00

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

CURRENT DOC ID: CT ENE 2017ENEPP1MAPCSL7056.

A	B	C	D	E	F	G	H	I
Budget Fiscal Year	Account	Object Class	Description	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
2017	7006-7056	PP	GRANT	\$60,000.00				\$60,000.00
2018	7006-7056	PP	GRANT	\$1,350,000.00				\$1,350,000.00
2019	7006-7056	PP	GRANT	\$5,090,000.00				\$5,090,000.00
2020	7006-7056	PP	GRANT		+	\$325,000.00		\$325,000.00

FISCAL YEAR SUBTOTALS AND TOTAL MAXIMUM OBLIGATION FOR DURATION OF CONTRACT	
FISCAL YEAR: <u>2017</u> SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$60,000.00
FISCAL YEAR: <u>2018</u> SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$1,350,000.00
FISCAL YEAR: <u>2019</u> SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$5,090,000.00
FISCAL YEAR: <u>2020</u> SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$325,000.00
TOTAL MAXIMUM OBLIGATION FOR DURATION OF CONTRACT	\$6,825,000.00

VII. ATTACHMENT E – NOTICE OF AWARD

From: Rusteika, Matt (ENE) [<mailto:matt.rusteika@state.ma.us>]
Sent: Tuesday, August 30, 2016 4:07 PM
To: Roche, Patrick <PROche@mapc.org>
Subject: PON-ENE-2017-003 Procurement Update

Good Afternoon Patrick,

Congratulations! After careful consideration, the Department of Energy Resources (DOER) has selected the Metropolitan Area Planning Council (MAPC) as the prime vendor for program management and technical assistance services under *PON-ENE-2017-003: Massachusetts Rapid LED Streetlight Conversion Grant Program*. Please confirm receipt of this correspondence and retain a copy for your records.

As a reminder, please note that contract awards and terms are not final until contracts are signed. As such, no public statements should be made at this time. In your email response, please provide all of MAPC's legal information, including entity name, address, contact information, and contract manager details.

Thank you again for participating in DOER's procurement process. We look forward to working with your team to finalize all contractual and project details. Please feel free to contact me directly with any questions or concerns.

Best,

Matt Rusteika

Matt Rusteika, Energy Efficiency Program Coordinator
(617) 626-7340
Massachusetts Department of Energy Resources
100 Cambridge Street, Suite 1020, Boston, MA 02114
<http://www.mass.gov/doer/>

VIII. THE COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT ATTACHMENTS

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

Issued May
2004

COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME : Metropolitan Area Planning Council
CONTRACTOR VENDOR/CUSTOMER CODE:

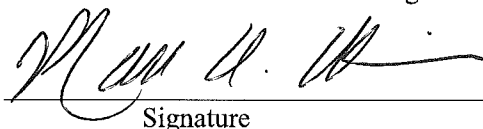
INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In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

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

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

AUTHORIZED SIGNATORY NAME	TITLE
MARC PRAYEN	Executive Director

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


Signature

Date: 1/6/17

Title: Executive Director Telephone: 617-451-2770

Fax: 617-482-7185 Email: mprayen@mapc.org

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

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

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME: Metropolitan Area Planning Council
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

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

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

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

Title: Executive Director

X

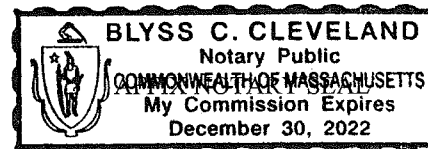
Signature as it will appear on contract or other document (Complete only in presence of notary):

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

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

January 6, 2017.

My commission expires on:



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

_____, 20 ____.

AFFIX CORPORATE SEAL



II. COMMONWEALTH TERMS AND CONDITIONS

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

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

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

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

4. **Contract Termination Or Suspension.** A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. **Written Notice.** Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate

method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

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

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

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

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

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

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



II. COMMONWEALTH TERMS AND CONDITIONS

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

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

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

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

**Request for Taxpayer
Identification Number and Certification**

Completed form should be
given to the requesting
department or the department
you are currently doing
business with.

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See Specific Instruction on page 2)

Metropolitan Area Planning Council

Business name, if different from above. (See Specific Instruction on page 2)

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☒ Other *Gov.*

Legal Address: number, street, and apt. or suite no.

60 Temple Place

Remittance Address: if different from legal address number, street, and apt. or suite no.

City, state and ZIP code

Boston MA 02111

City, state and ZIP code

Phone # *(617) 451-1770*

Fax # *(617) 482-7185*

Email address: *htaylor@MAC.ORG*

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** 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 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number

□□□-□□-□□□□

OR

Employer identification number

04-2472296

Vendors:

Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS

073905020

Part II Certification

Under penalties of perjury, I certify that:

- 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**
- 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 Services (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**
- I am an U.S. person (including an U.S. resident alien).
- I am currently a Commonwealth of Massachusetts's state employee: (check one): No ☐ Yes ☒ If yes, **in compliance with** the State Ethics Commission **requirements.**

Certification instructions: You must cross out item 2 above 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.

Sign Here

Authorized Signature ▶

Hej ZM

Date ▶

1/3/07

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain

conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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 not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your 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 the Part II instructions on page 2.

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

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

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

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. 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 the "Business name" line.

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. However, the IRS prefers that you use your SSN.

If you are an LLC that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

Note: See the chart on this page 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 Social Security Administration office. Get **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 get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site www.irs.gov.

If you do not have a TIN, 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: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Part II - Certification

To establish to the paying agent that your TIN is correct or you are a U.S. person, or resident alien, sign Form W-9.

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

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

Dunn and Bradstreet Universal Numbering System (DUNS) number requirement –

The United States Office of Management and Budget (OMB) requires all vendors that receive federal grant funds have their DUNS number recorded with and subsequently reported to the granting agency. If a contractor has multiple DUNS numbers the contractor should provide the primary number listed with the Federal government's Central Contractor Registration (CCR) at www.ccr.gov. Any entity that does not have a DUNS number can apply for one online at <http://www.dnb.com/us/> under the DNB D-U-N Number Tab.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold a designated percentage, currently 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

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)	The actual owner of the account or, if combined funds, the first individual on the account ¹ The minor ²
3. Custodian account of a minor (Uniform Gift to Minors Act)	The grantor-trustee ¹
4. 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 actual owner ¹
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

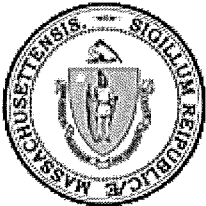
³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal 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.)

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.

If you have questions on completing this form, please contact the Office of the State Comptroller. (617) 973-2468.

Upon completion of this form, please send it to the Commonwealth of Massachusetts Department you are doing business with.



COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE COMPTROLLER
Electronic Funds Transfer Sign Up Form

Request type must be checked: ☒ Initial Request ☐ Changing Existing Account ☐ Closing Account

I Harry Taylor, 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 State of Massachusetts to initiate, change or cancel credit entries to that 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 hereunder are not to an account that is subject to being transferred to a foreign bank account.
☐ I affirm that payments authorized hereunder 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 has received written notification, from either me or an authorized officer of 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.

VENDOR BANK INFORMATION

Vendor Bank Name:

Eastern Bank

Vendor Bank Transit Number (ABA):

11301798

Vendor Bank Account Number:

9251138

Account Type:

Checking

Filling out this field is a requirement for changing account number

Vendor Bank Old Account Number:

Account Type:

VENDOR INFORMATION

Vendor Tax Identification Number (TIN):

04-2472296

Vendor/Business Name:

Metropolitan Area Planning Council (MAPC)

Vendor Contact Name:

Harry Taylor

E-mail:

htaylor@mapc

Telephone:

617-451-2770

Address:

60 Temple Place, Boston

City:

State: MA Zip: 02111

This authorization will remain in effect until either canceled in writing or an updated form changing information is sent to the Department you currently do business with.

AUTHORIZED SIGNATURE:

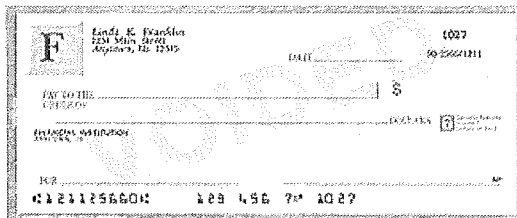
Print Name: Harry Taylor

Title: Controller

Date: 1/3/07

Form forwarded to Commonwealth Department: _____

Attached voided check here:





II. COMMONWEALTH TERMS AND CONDITIONS

CONTRACTOR AUTHORIZED SIGNATORY: _____

Harry Taylor
(signature)

Print Name: *Harry Taylor*

Title: *Controller*

Date: *1/3/17*

(Check One): ☒ Organization

☐ Individual

Full Legal Organization or Individual Name: *Metropolitan Areas Planning Council (MAPC)*

Doing Business As: Name (If Different):

Tax Identification Number: *04-2472296*

Address: *60 Temple Place, Boston, MA 02111*

Telephone: *617-451-2770* FAX: *617-482-7185*

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

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

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

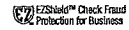
1589

**METROPOLITAN AREA
PLANNING COUNCIL**

OPERATING ACCOUNT
60 TEMPLE PLACE
BOSTON, MA 02111



Boston, MA 02110
easternbank.com
1-800-EASTERN



53-179/113

CHECK DATE

PAY

TO

VOLD

AMOUNT

AUTHORIZED SIGNATURE

⑈001589⑈ ⑆011301798⑆ 0009251138⑈

**METROPOLITAN AREA PLANNING COUNCIL
OPERATING ACCOUNT**

1589

1589

Vendor/Customer





[Menu](#)

Vendor/Customer	Legal Name	Vendor Active Status	Customer Active Status
VC6000161316	METROPOLITAN AREA	Active	Active

First Prev Next Last

Save [Undo](#) Delete Insert [Copy](#) Paste [Search](#) 

▼ General Info


Vendor/Customer :	VC6000161316	Restrict Use by Department :	<input type="checkbox"/>
Legal Name :	METROPOLITAN AREA	Miscellaneous Account :	<input type="checkbox"/>
Alias/DBA :	PLANNING COUNCIL	Internal Account :	<input type="checkbox"/>
Vendor Active Status :	Active ▼	Third Party Only :	<input type="checkbox"/>
Vendor Approval Status :	Complete	Third Party Vendor :	<input type="checkbox"/>
Customer Active Status :	Active ▼	Third Party Customer :	<input type="checkbox"/>
Customer Approval Status :	Complete	Inventory Customer :	<input type="checkbox"/>
Location Name :		Never Archive :	<input type="checkbox"/>
First Name :		Restrict VSS Access :	Yes ▼
Middle Name :		Discontinue - No New Business :	<input type="checkbox"/>
Last Name :		Prevent MA Reference :	<input type="checkbox"/>
Company Name :	METROPOLITAN AREA	PunchOut Enabled :	<input type="checkbox"/>
		Re-PunchOut Enabled :	<input type="checkbox"/>
		Electronic Order Enabled :	<input type="checkbox"/>
		Active From :	05/19/2004 
		Active To :	
		Last Usage Date :	01/31/2017
		Department :	
		Unit :	


▶ Headquarters

▶ Organization

▶ Disbursement Options

▼ Prenote/EFT

Generate EFT Payment :	<input checked="" type="checkbox"/>	EFT Form:
ABA Number :	011301798 	Last S
Bank Name :	EASTERN BANK	EFT Statu
Account Type :	Checking ▼	
Account Number :	9251138	
Routing ID Number :		
Prenote Requested Date :		
		Prenote Return Reason

Prenote Return Reason :		
Prenote Return Reason Message :		
Foreign Correspondent Bank Name :		
Foreign Correspondent Bank Branch Country Code :		Foreign Correspondent Bank Identification Nur
		Foreign Correspondent Bank Identific

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