



The Commonwealth of Massachusetts  
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY  
**STATE 911 DEPARTMENT**  
151 Campanelli Drive, Suite A ~ Middleborough, MA 02346  
Tel: 508-828-2911 ~ TTY: 508-947-1455  
[www.mass.gov/e911](http://www.mass.gov/e911)



**CHARLES D. BAKER**  
Governor

**THOMAS A. TURCO, III**  
Secretary

**KARYN E. POLITO**  
Lieutenant Governor

**FRANK POZNIAK**  
Executive Director

September 10, 2019

Chief David Fallon  
Somerville Police Department  
220 Washington Street  
Somerville, MA 02145

Dear Chief Fallon:

The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the **FY2020 State 911 Department Emergency Medical Dispatch Grant Program**.

For your files, attached please find a copy of the executed contract for your grant. Please note your contract start date is **September 10, 2019** and will run through June 30, 2020. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract and all goods and services **MUST** be received on or before June 30, 2020.

Reimbursement requests should be submitted to the Department within **thirty (30) days** of the date on which the cost is incurred. We have made the request for payment forms available on our website [www.mass.gov/e911](http://www.mass.gov/e911). For any questions related to this process, please contact Michelle Hallahan at 508-821-7216. Please note that funding of reimbursement requests received more than two (2) months after the close of the fiscal year under which costs were incurred cannot be guaranteed.

If, in the future, you would like to make any changes to the authorized signatory, the contract manager, and/or the budget worksheet, please e-mail those proposed changes to [911DeptGrants@mass.gov](mailto:911DeptGrants@mass.gov). Grantees are strongly encouraged to submit final, year-end budget modification requests on or before March 27, 2020.

Sincerely,

Frank P. Pozniak  
Executive Director

cc: FY2020 Emergency Medical Dispatch Grant File

# 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](http://www.mass.gov/osc) under [Guidance For Vendors - Forms](#) or [www.mass.gov/osd](http://www.mass.gov/osd) under [OSD Forms](#).

<b>CONTRACTOR LEGAL NAME:</b> <u>City of Somerville</u> (and d/b/a): <u>Somerville Police Department</u>	<b>COMMONWEALTH DEPARTMENT NAME:</b> <u>State 911 Department</u> <b>MMARS Department Code:</b> <u>EPS</u>
<b>Legal Address:</b> <u>(W-9, W-4, T&amp;C): 93 Highland Avenue, Somerville, MA 02143</u>	<b>Business Mailing Address:</b> <u>151 Campanelli Drive, Suite A, Middleborough, MA 02346</u>
<b>Contract Manager:</b> <u>Dorothy Cassesso, Financial Analyst</u>	<b>Billing Address (if different):</b>
<b>E-Mail:</b> <u>dcassesso@police.somerville.ma.us</u>	<b>Contract Manager:</b> <u>Cindy Reynolds</u>
<b>Phone:</b> <u>617-625-1600 x7206</u> <b>Fax:</b> <u>617-628-4936</u>	<b>E-Mail:</b> <u>911DeptGrants@mass.gov</u>
<b>Contractor Vendor Code:</b> <u>VC6000192138</u>	<b>Phone:</b> <u>508-821-7299</u> <b>Fax:</b> <u>508-947-1452</u>
<b>Vendor Code Address ID (e.g. "AD001"):</b> <u>AD 001</u> (Note: The Address ID Must be set up for <a href="#">EFT</a> payments.)	<b>MMARS Doc ID(s):</b> <u>CT EPS EMDG</u> <b>RFR/Procurement or Other ID Number:</b> <u>FY20 EMDG</u>
<p style="text-align: center;"><u>X</u> <b>NEW CONTRACT</b></p> <b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> ___ <u>Statewide Contract</u> (OSD or an OSD-designated Department) ___ <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <u>X</u> <u>Department Procurement</u> (includes State or Federal grants <a href="#">815 CMR 2.00</a> ) (Attach RFR and Response or other procurement supporting documentation) ___ <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) ___ <u>Contract Employee</u> (Attach <a href="#">Employment Status Form</a> , scope, budget) ___ <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;">___ <b>CONTRACT AMENDMENT</b></p> Enter <b>Current Contract End Date</b> <i>Prior</i> to Amendment: _____, 20____. Enter <b>Amendment Amount:</b> \$ _____ (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</b> ___ <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) ___ <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) ___ <u>Contract Employee</u> (Attach any updates to scope or budget) ___ <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)
The following <b>COMMONWEALTH TERMS AND CONDITIONS (T&amp;C)</b> has been executed, filed with CTR and is incorporated by reference into this Contract. ___ Commonwealth Terms and Conditions    ___ Commonwealth Terms and Conditions For Human and Social Services	
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ___ <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.) <u>X</u> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <i>new Total</i> if Contract is being amended). \$ <u>24,500.00</u>	
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through <a href="#">EFT</a> 45 days from invoice receipt. Contractors requesting <b>accelerated</b> payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <u>X</u> agree to standard 45 day cycle ___ statutory/legal or Ready Payments ( <a href="#">G.L.c. 29, § 23A</a> ); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <a href="#">Prompt Pay Discounts Policy</a> .)	
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) <b>Contract is for the reimbursement of funds under the State 911 Department FY 2020 Emergency Medical Dispatch Grant as authorized and awarded in compliance with grant guidelines and the grantee's approved application.</b>	
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <u>X</u> 1. may be incurred as of the <b>Effective Date</b> (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the <b>Effective Date</b> . ___ 2. may be incurred as of _____, 20____, a date <b>LATER</b> than the <b>Effective Date</b> below and <b>no</b> obligations have been incurred <b>prior</b> to the <b>Effective Date</b> . ___ 3. were incurred as of _____, 20____, a date <b>PRIOR</b> to the <b>Effective Date</b> below, and the parties agree that payments for any obligations incurred prior to the <b>Effective Date</b> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <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.	
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the " <b>Effective Date</b> " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <a href="#">Contractor Certifications</a> (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 <a href="#">Commonwealth Terms and Conditions</a> , this Standard Contract Form including the <a href="#">Instructions and Contractor Certifications</a> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <a href="#">801 CMR 21.07</a> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: <u><i>David Fallon</i></u> Date: <u>8-14-19</u> (Signature and Date Must Be Handwritten At Time of Signature)	<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: <u><i>Frank Pozniak</i></u> Date: <u>9/10/19</u> (Signature and Date Must Be Handwritten At Time of Signature)
<b>Print Name:</b> <u>David Fallon</u> <b>Print Title:</b> <u>Chief of Police</u>	<b>Print Name:</b> <u>Frank Pozniak</u> <b>Print Title:</b> <u>Executive Director</u>