

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



THIS FORM IS JOINTLY ISSUED AND PUBLISHED BY THE OFFICE OF THE COMPTROLLER (CTR), THE EXECUTIVE OFFICE FOR ADMINISTRATION AND FINANCE (ANF), AND THE OPERATIONAL SERVICES DIVISION (OSD) AS THE DEFAULT CONTRACT FOR ALL COMMONWEALTH DEPARTMENTS WHEN ANOTHER FORM IS NOT PRESCRIBED BY REGULATION OR POLICY. THE COMMONWEALTH DEEMS VOID ANY CHANGES MADE ON OR BY ATTACHMENT (IN THE FORM OF ADDENDUM, ENGAGEMENT LETTERS, CONTRACT FORMS OR INVOICE TERMS) TO THE TERMS IN THIS PUBLISHED FORM OR TO THE STANDARD CONTRACT FORM INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS, THE COMMONWEALTH TERMS AND CONDITIONS FOR HUMAN AND SOCIAL SERVICES OR THE COMMONWEALTH IT TERMS AND CONDITIONS WHICH ARE INCORPORATED BY REFERENCE HEREIN. ADDITIONAL NON-CONFLICTING TERMS MAY BE ADDED BY ATTACHMENT. CONTRACTORS ARE REQUIRED TO ACCESS PUBLISHED FORMS AT CTR FORMS: [HTTPS://WWW.MACOMPTROLLER.ORG/FORMS](https://www.macomptroller.org/forms). FORMS ARE ALSO POSTED AT OSD FORMS: [HTTPS://WWW.MASS.GOV/LISTS/OSD-FORMS](https://www.mass.gov/lists/osd-forms).

CONTRACTOR LEGAL NAME: City of Somerville (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Dept. of Elementary & Secondary Edu. MMARS Department Code: DOE	
Legal Address: (W-9, W-8): 93 Highland Ave. Somerville, MA 02143		Business Mailing Address: 75 Pleasant Street, Malden, MA 02148	
Contract Manager: Christopher Hosman 8 Bonair St. Somerville, MA 02145	Phone: 617-625-6600 ext. 2341	Billing Address (if different):	
E-Mail: chosman@somervillema.gov	Fax: N/A	Contract Manager: Allison Smith	Phone: 781-338-3232
Contractor Vendor Code: VC		E-Mail: allisonward.smith@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD__ (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
		RFR/Procurement or Other ID Number:	
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input checked="" type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <i>Prior</i> to Amendment: ____, 20__. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <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.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended): \$ _____.			
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 <input type="checkbox"/> statutory/legal or Ready Payments (M.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.)			
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.) PERSUANT TO EARMARK LANGUAGE IN LINE ITEM 7010-1192 OF THE FY2023 STATE BUDGET AS NOTED HERE: https://budget.digital.mass.gov/summary/fy23/enacted/education/education-k-12/70101192 . SEE SCOPE FOR FURTHER DETAILS.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of ____, 20__, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input checked="" type="checkbox"/> 3. were incurred as of <u>September 1, 2022</u> , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2023</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 certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Katiana Kallay</u> Date: <u>7/11/23</u> (Signature and Date Must Be Captured At Time of Signature)		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature)	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



Print Name: Katana Ballantyne
Print Title: Mayor

Print Name: Jonna Willis
Print Title: Procurement Director

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME: City of Somerville
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000192138

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
Katjana Ballantyne	Mayor

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.

Katjana Ballantyne
Signature

Mayor, City of Somerville

Title

(617) 625-3434

Fax

1/14/2022
Date

(617) 625-6600 x2100

Telephone

mayor@somervillema.gov

e-mail

[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 SETTLEMENT AND RELEASE



[THE VENDOR/CONTRACTOR MUST COMPLETE ONLY THOSE SECTIONS PRECEDED BY AN "→".]

→VENDOR/CONTRACTOR NAME: CITY OF SOMERVILLE	DEPARTMENT NAME: Elementary & Secondary Edu.
→CONTACT: CHRISTOPHER HOSMAN	CONTACT: ALLISON SMITH
→PHONE: 617-625-6600 →FAX: →E-MAIL: CHOSMAN@SOMERVILLEMA.GOV	PHONE: 781-338-3232 FAX: E-MAIL: ALLISONWARD.SMITH@MASS.GOV
→LEGAL ADDRESS: AS LISTED ON IRS W-9) 93 HIGHLAND AVE. SOMERVILLE, MA 02143	LEGAL ADDRESS: 75 PLEASANT ST., MALDEN, MA 02148
The Vendor/Contractor and Department have reached agreement that performance was made by the Vendor/Contractor to or on behalf of the Department and the performance was accepted without benefit of a Contract. The performance included the following goods or services (describe in detail what was performed. Attach additional supporting documentation.): programs for LGBTQIA+ youth including The Art Haus and The Umbrella. The first quarter covers October through November and planning for future programming int he year to come.	
The claimed performance was made and accepted by the Department on the following dates (identify either specific dates if available or a range of dates of performance. Attach supporting documentation.): October 2022-January 2023	
The Department and the Vendor/Contractor have agreed that the total value of the performance to be compensated under this settlement agreement and release is: \$ 9,998.00	
In consideration of the settlement amount paid by the Commonwealth of Massachusetts, acting by and through the Department, the Vendor/Contractor's authorized legal representative being of lawful age and having the authority to execute this Settlement Agreement and Release hereby releases, acquits and discharges the Commonwealth of Massachusetts, the Department and its officers and employees from any and all claims and demands of whatever nature arising out of the claimed performance and circumstances.	
→AUTHORIZED SIGNATORY FOR VENDOR/CONTRACTOR: →X: <u>Katjana Ballantyne</u> (Signature) →DATE: <u>2/1/23</u> (Date must be handwritten at time of signature) →NAME: KATJANA BALLANTYNE →TITLE: MAYOR	AUTHORIZED SIGNATORY FOR DEPARTMENT: X: _____ (Signature) DATE: _____ (Date must be handwritten at time of signature) NAME: JONNA WILLIS TITLE: PROCUREMENT DIRECTOR

Departments are required to comply with the Office of the Comptroller Contracts Policy "Contracts – Amendments, Suspensions and Terminations" policy when using this form. The record copy of this Settlement and Release must be attached to the record copy of any related contract, or if there was no contract, to the relevant supporting documentation related to this settlement and release for records management and auditing purposes.

My apologies, this is my first time working with this particular type of funding.

Thank You,

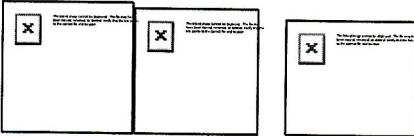
Chris

Christopher Hosman
SomerPromise Director
Health & Human Services

City of Somerville – Department of Health & Human Services

8 Bonair St.
Somerville, MA 02145 Room 101
Office: 617-625-6600 x 2341
chosman@somervillema.gov

Connect with us:



From: Smith, Allison Ward (DOE) <allison.ward.smith2@state.ma.us>
Sent: Friday, September 16, 2022 4:51 AM
To: Christopher Hosman <chosman@somervillema.gov>
Subject: Fw: FY2023 State Earmarks - How to Claim Funds

Hi Chris,

Here's the info below on how to claim the earmark -- let me know any questions!

From: Smith, Allison Ward (DESE)
Sent: Friday, August 26, 2022 11:05 AM
Subject: FY2023 State Earmarks - How to Claim Funds

Please note if you are receiving this email our records indicate that your organization received an earmark in the FY2023 state budget as shown with amounts here: <https://budget.digital.mass.gov/summary/fy23/enacted/education/education-k-12/70101192>.

The following steps are required in order to claim the state FY2023 earmark funding:

- 1/ Standard Contract Form (attached - sign/scan)
- 2/ CASL (attached - sign/scan) [Note on CASL: If one previously submitted, you may attach that earlier version used if no updates are needed]

3/ Budget (attached)

4/ Scope of Services (a brief 1-2 page description of what services the earmark contract funding will be providing in FY2023)

5/ **Unique Entity ID (UEI)**, which is replacing the DUNS #. Please review the **attached email** for details and be sure to obtain this new #.

Once you have emailed me those **four forms** and indicated to me you've requested **UEI #**, for those not yet set up in our payment system (i.e., have not previously received funding from DESE), I will need to also know best email address to send electronic signatures for the following additional forms needed: W-9 and EFT forms.

After contract has been established, I will email a copy and confirmation as well as the steps on how to do monthly invoicing. In the meantime, please do not hesitate to let me know any questions.

Allison Smith, M.S.W.
ASOST Programs Coordinator
W 781-338-3232
allisonward.smith@mass.gov

Office of Student and Family Support
Massachusetts Department of Elementary and Secondary Education
75 Pleasant Street, Malden, MA 02148
Web | Twitter | Facebook | YouTube | Newsletters

Massachusetts public school students never stop learning. [Learn more.](#)

City of Somerville Public Records Notice

Please be advised that the Massachusetts Attorney General has determined that email is a public record unless the content of the email falls within one of the stated exemptions under the Massachusetts Public Records Laws.

City of Somerville LGBTQIA Out of School Time Youth Programming City of Somerville Parks and Recreation Department	Activity/Deliverable	Rate	Per (month/week/day/student)	# of (months/weeks/days/students)	Total (through 6/30/23)
	Art Haus Facilitation	\$ 150.00	Class	8	\$ 1,200.00
	Art Haus Prep	\$ 30.00	hour	8	\$ 240.00
	Drop In Facilitating	\$ 150.00	session	9	\$ 1,350.00
	Drop In Prep	\$ 30.00	hour	9	\$ 270.00
	Design Promotional Materials	\$ 30.00	hour	10	\$ 300.00
	Flyering	\$ 30.00	hour	4	\$ 120.00
	Multi Gen Program Facilitation	\$ 300.00	event	4	\$ 1,200.00
	Multi Gen Program Prep	\$ 30.00	hour	11	\$ 330.00
	Overarching Program Coordination and Design	\$ 20,000.00	Flat Rate	9 months	\$ 20,000.00
City of Somerville Health and Human Services Department	LGBTQIA Events	\$ 5,000.00	Event	5	\$ 25,000.00
Somerville Public Schools	All She Wrote Books	\$ 9,900.00			\$ 9,900.00
	Student Designed OST Programming	\$ 15,090.00			\$ 15,090.00
	Total			Total	\$ 75,000.00