

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.mass.gov/lists/osd-forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: City of Somerville (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department of Fire Services MMARS Department Code: DFS	
Legal Address: (W-9, W-4): 93 Highland Ave, Somerville, MA, 02143		Business Mailing Address: P.O. Box 1025, Stow MA 01775	
Contract Manager: Provisional Chief Charles J. Breen, Jr.	Phone: 617-623-1700	Billing Address (if different):	
E-Mail: cbreen@somervillema.gov	Fax: 617-625-8101	Contract Manager: David Clemons	Phone: 978-567-3179
Contractor Vendor Code: VC6000192138		E-Mail: David.Clemons@mass.gov	Fax: 978-567-3121
Vendor Code Address ID (AD001) (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT-DFS-1000-2023FFGRANT0000000	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
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 checked="" type="checkbox"/> Department Procurement (includes all Grants - <u>815 CMR 2.00</u>) (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 type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> 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, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): <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 <u>815 CMR 9.00</u> . <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 new total if Contract is being amended) \$17,821.96			
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 (<u>M.G.L. c. 29, § 23A</u>); <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.) FY23 Firefighter Safety Equipment Grant Program. This contract is for funds awarded under the Department of Fire Services' FY23 Firefighter Equipment Grant, in accordance with the FY23 Grant Application, and attached Grant Agreement Scope of Work and Budget. Funds for this program will be disbursed on a reimbursement basis only.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of June 30, 2023, 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 <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] Date: 12/9/22
 (Signature and Date Must Be Captured At Time of Signature)
 Print Name: Charles J. Breen Jr.
 Print Title: Provisional Fire Chief

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:
 X: [Signature] Date: 1/12/23
 (Signature and Date Must Be Captured At Time of Signature)
 Print Name: David Clemons
 Print Title: Director of Operations

X: [Signature] Date: 1-7/23
Katjana Ballantine
 Mayor
David P. Shapiro
 Acting City Solicitor

**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
Charles J. Breen Jr.	Fire Chief
Kotjana 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.

Kotjana Ballantyne
Signature

Date: 1/7/2023

Title: Telephone:
Fax: Email:

[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.

David P. Shapiro
Acting City Solicitor

Department of Fire Services and the City of Somerville FY23 Firefighter Equipment Grant Agreement Scope of Work and Budget

Authorization: This grant is awarded by the Executive Office of Public Safety through the Department of Fire Services' FY23 Firefighter Safety Equipment Grant program for the purchase of firefighter safety equipment in accordance with the Acts of 2020 chapter 151 2D, the Department of Fire Services Earmark and Grants policy and procedures, and CMR 815, 2.00 State Grant Regulations.

Grant Project Description: Purchase of firefighter safety equipment as listed in the budget section of this Scope of Work.

Grant Manager: The MA Department of Fire Services and the grantee will each assign a grant manager with respect to this Scope of Work. It is anticipated that the grant manager will not change during the period the Scope of Work is in force. In the event that a change is necessary, the party requesting the change will provide prompt written notice to the other. In the event a change occurs because of a non-emergency, two-week written notice is required. For a change resulting from an emergency, prompt notice is required.

The MA Department of Fire Services grant manager will work closely with the grantee to ensure successful completion of the grant, will consult with the grantee to develop the Scope of Work, will coordinate input as needed, and will review and approve deliverables, progress reports and authorize acceptance and compensation of deliverables.

The grantee's grant manager will serve as the interface between the MA Department of Fire Services and all grantee personnel participating in this program, will maintain the Scope of Work and Budget in consultation with the MA Department of Fire Services grant manager, will facilitate regular communication with the MA Department of Fire Services grant manager including status reports/updates and review of performance against the Scope of Work, and will work closely with the MA Department of Fire Services to ensure successful completion of the grant.

The grantee's grant manager is Administrative Assistant Ali Belabdi who can be reached at: 266 Broadway Somerville, MA 02145, tel 617-623-1700 x8105, email: abelabdi@somervillema.gov. The MA Department of Fire Services grant manager is David Clemons, Director of Operations, 1 State Road, Stow, MA 01775, tel 978-567-3179, email: David.Clemons@mass.gov.

Budget: The funds may not be used to serve as a match for a federal grant. The funds may not be used for construction and all applicable local and state procurement requirements must be adhered to in the use of the grant funds. The grant funds must be used to purchase the following approved firefighter safety equipment.

Grant Award:

<i>Department</i>	<i>Description of allowable Equipment</i>
City of Somerville	Ballistic Vest Ballistic Helmet Medical Equipment (non-consumable)
Total Award	\$17,821.96

Reimbursement Request Process: The MA Department of Fire Services agrees to disburse funds on a cost reimbursement basis. All costs requested for reimbursement must be listed on the DFS Grant/Earmark reimbursement form. Appropriate supporting documentation for all non-salary costs must also be attached, including:

1. copy of invoice
2. proof of payment – cancelled check or similar other proof of payment documentation such as a copy of the City/Town warrant or invoice that is marked paid and signed as paid by the City/Town fiscal officer.

Period of Performance: Approved expenditures may not be made until a contract has been executed between DFS and the grant recipient. Expenses incurred prior to execution of a contract will not be eligible for reimbursement through this program.

Grant recipients must take delivery of equipment no later than June 30, 2023. Equipment delivered to the recipient after that date **will not** be eligible for reimbursement through this program unless approval for an extension has been already been granted in writing by the DFS grant manager.

Reimbursement requests must be submitted no later than July 28, 2023. DFS will only reimburse for costs incurred through the grant performance period, June 30, 2023.

Grant Extensions: Grant recipients may request a single performance period extension if extenuating circumstances beyond the control of the recipient (backordered equipment, supply chain disruptions, vendor errors, etc.) will prevent equipment from being delivered on or before June 30, 2023. Extensions for these purposes must be submitted to DFS by email no later than June 1, 2023. Approval of extension requests is at the sole discretion of DFS.

Grant Monitoring: The Department of Fire Services may conduct grant monitoring through either a desk-based review or on-site monitoring visits, or both, in order to obtain additional information or verify information related to grant spending, grant-funded activity, or grant award outcomes. Advance notice will be given prior to a site visit. Findings of non-compliance with