## 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: <a href="https://www.macomptroller.org/forms">https://www.macomptroller.org/forms</a>. Forms are also received at OSD Forms: <a href="https://www.macomptroller.org/forms">https://www.macomptroller.org/forms</a>. Forms are also

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CONTRACTOR LEGAL NAME: City of Somerville (and dibla):		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 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	i.	E-Mail: David.Clemons@mass.gov	Fax: 978-567-3121	
Vendor Code Address ID (AD001		MMARS Doc ID(s):		
(Note: The Address ID must be set up for EFT payments.)		RFR/Procurement or Other ID Number: 2023-HAZG		
_x_ NEW CONTRACT		CONTRACT AMENDMENT		
PROCUREMENT OR EXCEPTION TYPE: (Check one option only)		Enter Current Contract End Date Prior to Amendment:, 20		
Statewide Contract (OSD or an OSD-designated Department) Collective Purchase (Attach OSD approval, scope, budget) Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) Emergency Contract (Attach justification for emergency, scope, budget)		Enter Amendment Amount: \$ (or "no change")		
		AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)		
		Amendment to Date, Scope or Budget (Attach updated scope and budget)		
		Interim Contract (Attach justification for Interim Contract and updated scope/budget)		
Contract Employee (Attach Employment Status Form, scope, budget)		Contract Employee (Attach any updates to scope or budget)Other Procurement Exception (Attach authorizing language/justification and updated		
Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		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): _x_ Commonwealth Terms and Conditions 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.				
x Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)  Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new 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				
PROMPT PATMENT DISCOUNTS (PPD): Commonwealth payments are issued trifologile FT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days % PPD; Payment issued within 30 days % PPD; Payment issued within 30 days % PPD; Payment issued within 30 days % PPD; Payment issued within 45 days % PPD; PPD; PPD; PPD;				
% PPD. If PPD percentages are left blank, identify reason: x_agree to standard 45 day cycle statutory/legal or Ready Payments (M.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.) Hazardous Materials Response Grant # 2023-HAZG.				
these funds will reimburse the community for allowable expenses associated with participation on the Hazardous Materials Emergency Response Teams. Team members from				
communities will attend training, respond to incidents and report for physical examinations. The department will submit reimbursements monthly. This contract will expire on 6/30/33.				
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contract ocertify for this Contract, or Contract Amendment, that Contract obligations:				
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				
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, 2033, 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 signature of the Contract or Amendment Shall be the latest date that this Contract or Amendment Shall be the latest date that this Contract or Amendment Shall be the latest date that this Contract or Amendment Shall be the latest date that this Contract or Amendment Shall be the latest date that this Contract or Amendment Shall be the latest date that this Contract or Amendment Shall be the latest date that this Contract or Amendment Shall be the latest date that this Contract or Amendment Shall be the latest date that this Contract or Amendment shall be the latest date that this Contract or Amendment shall be the latest date that this Contract or Amendment shall be the latest date that this Contract or Amendment shall be the latest date that this Contract or Amendment shall be the latest date that this Contract or Amendment shall be the latest date that this Contract or Amendment shall be the latest date that the latest datest datest datest datest				
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 between the contract and doing business in Massachusetts are attached or incorporated by reference between the contract and doing business in Massachusetts are attached or incorporated by reference business and Conditions this Standard Contract Form the Standard Contract Fo				
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 a				
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:				
V. KAYIA 4 a BOLL QUE ALL 4/11/207 POL 1 DO 100 100 100 100 100				
(Signature and Date Must Be Captured At Time of Signature)  (Signature and Date Must Be Captured At Time of Signature)			te: <u>"[ #/ ~\</u> . :Time of Signature)	
Print Name: Katiana Ballantine		Print Name: David Clemons		
Print Title: May 1-01		Print Title: <u>Director of Operations</u>		
	<del></del>	:		
Approved as to form:	4	•	•	

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## COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



**CONTRACTOR LEGAL NAME:** 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	
Katiana Raylantine	May06	
- 10 July 10 J		
:		

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.

Date: April 11, 2023

Fax:

janaBallantyre Telephone: 617-625-6600

Email: mayor@Somerrillema.gov

[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.