

Maura T. Healey Governor

KIMBERLEY DRISCOLL LIEUTENANT GOVERNOR

TERRENCE M. REIDY SECRETARY The Commonwealth of Massachusetts
Executive Office of Public Safety and Security
Department of Fire Services
P.O. Box 1025 ~ State Road

Stow, Massachusetts 01775 Telephone (978) 567~3100 www.mass.gov/dfs



JON M. DAVINE STATE FIRE MARSHAL

April 7, 2025

Chief Charles Breen City of Somerville 266 Broadway Somerville, MA 02145

Dear Chief Breen,

I am pleased to provide you with a Commonwealth of Massachusetts Standard Contract Form and Grant Agreement Scope of Work and Budget for your FY25 Round 2 Firefighter Safety Equipment Grant award. Please print and mail copies of these documents with original signatures to Tim Moore at the Department of Fire Services (DFS) address above. The Standard Contract Form Instructions and Commonwealth Terms and Conditions, which are incorporated by reference into this contract, may be found at www.macomptroller.org/forms. As a reminder, equipment orders may not be placed until this contract has been fully executed by DFS and your department. DFS will provide you with a copy of the fully executed contract and provide specific direction to proceed when your contract has been executed.

The funds for this program will be disbursed on a reimbursement basis in accordance with the terms of the grant Notice of Funding Opportunity. Once you have received your equipment and paid the vendor(s), reimbursement requests may be submitted to DFS by submitting the following documents to OPS.DFS-TM-Grants@mass.gov:

- Completed Final Report Template.
- Copy of invoice(s) with detailed description of all eligible costs.
- Proof of payment to the vendor(s) (cancelled check copy or other official financial system record).

If your award amount is less than your application amount, you will note that all of the items that you applied for are listed in the table of equipment that is allowable through this program on the second page of your Grant Agreement Scope of Work and Budget document. You may use your discretion to adjust the originally proposed quantities of each item on that list however you deem necessary to obtain the best value for your department within the awarded budget.

If you have any questions during the grant performance period, please contact Tim Moore at 978-567-3721 or OPS.DFS-TM-Grants@mass.gov.

Administrative Services • Division of Fire Safety Hazardous Materials Response • Massachusetts Firefighting Academy This program is an excellent opportunity to improve the health and safety of firefighters across the Commonwealth, and I am grateful that we are able to provide this vital equipment to your department this year.

Sincerely,

Jon M. Davine State Fire Marshal

CC: Administrative Assistant Ali Belabdi



OFFICE OF THE GOVERNOR COMMONWEALTH OF MASSACHUSETTS STATE HOUSE BOSTON, MA 02133 (617) 725-4000

MAURA T. HEALEY
GOVERNOR

KIMBERLEY DRISCOLL LIEUTENANT GOVERNOR

April 7, 2025

Chief Charles Breen City of Somerville 266 Broadway Somerville, MA 02145

Dear Chief Breen,

Congratulations! I am pleased to inform you that the Executive Office of Public Safety and Security and the Department of Fire Services (DFS) has awarded the City of Somerville Fire Department \$8,149.84 of funding for the second round of the Firefighter Safety Equipment Grant Program in State Fiscal Year 2025.

With each new challenge, the fire service in Massachusetts demonstrates its ability to adapt, overcome, and continue providing the excellent level of services that the citizens of the Commonwealth have come to expect. Please know how thankful I am for this, and how grateful I am to be able to provide your department with this important equipment.

The contract, terms and conditions, and other documents for this program will be provided to you by DFS. Please contact Tim Moore at DFS with any questions about this award at 978-567-3721 or Timothy.Moore@mass.gov for contract terms, conditions, and other award documents. Sincerely,

GOVERNOR MAURA T. HEALEY

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LT. GOVERNOR KIMBERLEY DRISCOLL

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CC: Administrative Assistant Ali Belabdi

Department of Fire Services and the City of Somerville Round 2 FY25 Firefighter Equipment Grant Agreement Scope of Work and Budget

<u>Authorization</u>: This grant is awarded by the Executive Office of Public Safety through the Department of Fire Services' Round 2 FY25 Firefighter Safety Equipment Grant program for the purchase of firefighter safety equipment in accordance with Section 2D of Chapter 151 of the Acts of 2020, the Department of Fire Services Earmark and Grants policy and procedures, and 815 CMR 2.00 regarding the administration of State Grants.

<u>Grant Project Description</u>: 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 effect. 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 liaison 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, 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.

<u>Budget</u>: 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 only to purchase the following approved firefighter safety equipment.

Grant Award:

Department	Description of allowable Equipment
City of Somerville	Complete Set of Gear (Structural) SCBA Facepiece
Total Award	\$8,149.84

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.

<u>Period of Performance</u>: 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, 2025. Equipment delivered to the recipient after that date will not be eligible for reimbursement through this program.

Reimbursement requests must be submitted no later than July 25, 2025. DFS will only reimburse for costs incurred through the grant performance period, June 30, 2025.

<u>Grant Monitoring</u>: 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 any portion of the terms of the Round 2 FY25 Firefighter Safety Equipment Application, the executed Standard Contract Form, and the DFS Grant Agreement Scope of Work and Budget may result in a demand for funds to be returned to DFS.

<u>Changes in Scope of Work or Budget</u>: The grant project description and budget are fixed and any change would be a "material" change in the contract. "Material" changes to the project description (adding, deleting or altering items) or budget lines (deletions, additions or changes to items) will require both parties to execute a *Standard Contract Amendment Form*. Contract amendments may not be done retroactively and must be done prior to the grant end date.

<u>Records Management</u>: The grantee shall maintain records in accordance with 815 CMR 2.08. This regulation includes but is not limited to "... 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 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..."

<u>Opportunity to Consult with Counsel</u>: Grantee acknowledges that it has had the opportunity to consult with counsel of its choosing in the review of this Agreement, that it is encouraged by the DFS to do so and that the Grantee is fully aware of the contents of this agreement and its legal effect.

<u>Representations</u>: The individuals signing this agreement attest that they are competent and authorized to enter into this Agreement on behalf of their respective agencies.

Approved by:	Approved by:
Kaffeiner Ballanfine City of Somerville	Department of Fire Services
Katjana Ballantyne, Mayor	Jon Davine, State Fire Marshal
Print Name and Title	Print Name and Title
4-9-2025	
Date	Date

COMMONWEALTH OF MASSACHUSETTS | STANDARD CONTRACT FORM

This form is jointly issued and published by the Office of the Comptroller, the Executive Office for Administration and Finance, and the Operational Services Division 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, the Commonwealth Terms and Conditions of 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 forms at macomotroller.org/forms or mass.gov/lists/osd-forms.



by reference nerein. Additional non-conflicting terms may be added by Attachment. Contractors are r	I compound to the present the			
CONTRACTOR INFORMATION Contractor Legal Name City of Somerville d/b/a	COMMONWEALTH INFORMATION Department Department of Fire Services	MMARS Code DFS		
	1 Department of the curvices			
As entered on Form W-9 or Form W-4 93 Highland Ave, Somerville, MA 02143	Contract Manager Name David Clemons	P.O. Box 1025, Stow, MA 01775		
Contract Manager Name Chief Charles Breen	Billing Address If Different N/A			
Phone 617-623-1700 Email cbreen@somervillema.gov Fax 617-625-8101	Phone 978-567-3179 Email David.Clemons@mass.gov Fax 978-567-3121			
Vendor Code VC6000192138	MMARS Doc ID(s) CT-DFS-1000-2025FFEGRANTROUND200			
Vendor Code Address ID AD001 e.g. "AD001". Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.	RFR/Procurement or Other ID Number BD-112910			
(i) NEW CONTRACT	CONTRACT AMENDMENT			
Procurement or Exception Type (Check one option only)	Current Contract End Date	Amendment Amount		
O Statewide Contract (OSD or an OSD-designated department.)	PRIOR to Amendment Or Enter "No Change"			
O Collective Purchase (Attach OSD approval, scope, and budget.) Department Procurement - Includes all Grants 815 CMR 2.00. (Attach Solicitation Notice or	Amendment Type (Check one option only. Attach details of amendment changes.) Amendment to Date, Scope, or Budget (Attach updated scope and budget.) Interim Contract with Current Contractor (Attach justification for Interim Contract and			
RFR, and Response or other procurement supporting documentation.)				
Emergency Contract (Attach justification for emergency, scope, and budget.)	updated scope/budget.)	updated scope/budget.)		
O Contract Employee (Attach Employee Status Form, scope, and budget.) Interim Contract with new Contractor (Attach justification for Interim Contract and updated	Contract Employee (Attach any updates to scope or budget.) Other Procurement Exception (Attach authorizing language/justification and updated			
scope/budget.)	scope/budget.)	authorizing language/justilication and updated		
Other Procurement Exception (Attach authorizing language, legislation with specific	peace Peacement Surger			
exemption or earmark, and exception justification, scope, and budget.)				
TERMS AND CONDITIONS The Standard Contract Form Instructions and Contractor Certifications and the following documents	are incorporated by reference into this Contract	and are legally binding (Check ONE option):		
© Commonwealth Terms and Conditions Commonwealth Terms and Conditions for	Human and Social Services O Commo	nwealth IT Terms and Conditions		
COMPENSATION (Check ONE option.)				
The Department certifies that payments for authorized performance accepted in accordance with t		state accounting system by sufficient		
appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debt Rate Contract (No Maximum Obligation). (Attach details of all rates, units, calculations, conditions).	s under <u>815 CMR 9.00</u> . ons or terms and any changes if rates or terms a	re being amended.)		
Maximum Obligation Contract. Total maximum obligation for total duration of this contract (or				
PROMPT PAYMENT DISCOUNTS (PPD)				
Commonwealth payments are issued through Electronic Funds Transfer (EFT) 45 days from invoic	e receipt. See Prompt Pay Discounts Policy.			
Contractors requesting accelerated payments must identify a PPD as follows: Payment issued w	ithin: 10 days % PPD. 15 days % PI	PD. 20 days % PPD. 30 days % PPD.		
If PPD percentages are left blank, identify reason:				
Statutory/legal Ready Payments (M.G.L. c. 29, § 23A)	andard 45-day cycle Only initial payment			
Statutory/legal Ready Payments (M.G.L. c. 29, § 23A) Agree to state BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT				
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