



November 14, 2022

Dear Katjana Ballantyne:

Thank you for your participation in the Mass Cultural Council's Local Cultural Council Program. Communities like Somerville play a vital role in ensuring people across the Commonwealth have access to culture in their community.

Thanks to vigorous advocacy from the cultural sector, the Legislature once again showed strong, bipartisan support for the Mass Cultural Council, and its programs and services in the FY23 state budget. This allows us to continue to support Massachusetts' dynamic artists and creative individuals, communities, cultural organizations, schools, and creative youth development across the Commonwealth.

Enclosed you will find the contract and scope of services for the Somerville Arts Council's FY23 allocation of \$53,200. Please review these documents carefully and return the required paperwork by January 20, 2023. For questions about the contract, please contact Marc Sulmonte at 617-858-2823 or [marc.sulmonte@mass.gov](mailto:marc.sulmonte@mass.gov).

Culture is ultimately about you. You play an integral role in creating and supporting a cultural life in Massachusetts that is vital, accessible, and thriving. Thank you for all that you do to elevate our rich cultural life in Massachusetts.

A handwritten signature in black ink that reads 'Nina Fialkow'.

Nina Fialkow  
Chair

A handwritten signature in black ink that reads 'Michael J. Bobbitt'.

Michael J. Bobbitt  
Executive Director

# Contract Instructions

State Comptroller regulations require State Agencies to have a signed contract and signature authorization form on file for all transfers of funds from state to local accounts unless the agency is statutorily released from this mandate, which the Mass Cultural Council is not.

## Instructions for completing the contract package:

1. **Standard Contract:** Print and sign the enclosed contract. We need the original copy with the "wet" signature. We cannot accept copies or scanned documents.
2. **The scope of services:** Defines how the funds are to be expended following Mass Cultural Council regulations, it is an attachment to the standard contract.
3. **Contractor Authorized Signatory Listing:** Download the form, complete it, print it and sign it. We need the original copy with the "wet" signature. We cannot accept copies or scanned documents. **You are not required to have it notarized - the second page of the document is optional.** [https://www.macomptroller.org/wp-content/uploads/form\\_contractor-authorized-signatory-listing.pdf](https://www.macomptroller.org/wp-content/uploads/form_contractor-authorized-signatory-listing.pdf)

**All three documents should be returned via mail to me by** January 20, 2023. Please mail to:  
Mass Cultural Council  
c/o Fiscal Department  
10 Saint James Ave., 3<sup>rd</sup> Fl.  
Boston, MA 02116

I will not be able to transfer the Local Cultural Council allocation until I have a completed contract package. If you or any of your staff have any questions, please feel free to contact me.

Thank you very much,

Marc Sulmonte  
617-858-2823  
marc.sulmonte@mass.gov

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

<b>CONTRACTOR LEGAL NAME:</b> City of Somerville Somerville Arts Council (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Massachusetts Cultural Council <b>MMARS Department Code:</b> ART	
<b>Legal Address: (W-9, W-4):</b> City Hall 93 Highland Avenue Somerville MA 02143-1794		<b>Business Mailing Address:</b> 10 Saint James Ave., 3 <sup>rd</sup> Fl., Boston, MA 02116	
<b>Contract Manager:</b> Katjana Ballantyne	<b>Phone:</b> 617-625-6600 x3500	<b>Billing Address (if different):</b>	
<b>E-Mail:</b> mayor@somervillema.gov	<b>Fax:</b>	<b>Contract Manager:</b> Marc Sulmonte	<b>Phone:</b> 617-858-2823
<b>Contractor Vendor Code:</b> VC6000192138		<b>E-Mail:</b> marc.sulmonte@mass.gov	<b>Fax:</b>
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD001. (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b>	
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b>		<input type="checkbox"/> <b>CONTRACT AMENDMENT</b>	
<b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <b>Department Procurement</b> (includes all Grants - <a href="#">815 CMR 2.00</a> ) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget) <input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		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> <input type="checkbox"/> <b>Amendment to Date, Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Other Procurement Exception</b> (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 checked="" type="checkbox"/> <a href="#">Commonwealth Terms and Conditions</a> <input type="checkbox"/> <a href="#">Commonwealth Terms and Conditions For Human and Social Services</a> <input type="checkbox"/> <a href="#">Commonwealth IT Terms and Conditions</a>			
<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 <a href="#">815 CMR 9.00</a> . <input type="checkbox"/> <b>Rate Contract.</b> (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"/> <b>Maximum Obligation Contract.</b> Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). <b>\$53,200</b>			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 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: ___agree to standard 45 day cycle ___ statutory/legal or Ready Payments ( <a href="#">M.G.L. c. 29, § 23A</a> ); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<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.) Local Cultural Council Allocation for the <b>Somerville Arts Council</b>			
<b>ANTICIPATED START DATE:</b> (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 <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input type="checkbox"/> 2. may be incurred as _____, 20____, a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input checked="" type="checkbox"/> 3. were incurred as of <b>July 01, 2022</b> , a date <b>PRIOR</b> 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.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <b>June 30, 2023</b> , 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 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 <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: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>David T. Slatery</u> Print Title: <u>Deputy Director</u>	

## **Scope of Services**

The allocated amount or maximum obligation for the contracted city or town will be deposited in the local account for the local or regional cultural council, provided that the city or town:

- Maintain a revolving account for the local or regional cultural council as required by Massachusetts General Law, Chapter 10, Section 58
- Report on said fund annually by completing the Massachusetts Cultural Council's Local Cultural Council Account Form

The local or regional cultural council will expend the funds following the procedures outlined in the [Local Cultural Council Program Guidelines](#).

# Contract Package Checklist

Please include this completed checklist as the cover letter of your contract package to ensure the package is complete and that payment can be made as quickly as possible.

**Check off each following items to indicate they are in your completed package before mailing it to Mass Cultural Council:**

- This Checklist:** Have you double check all the items on the list?
- Standard Contract Form:** Is it signed and dated? Does it have the "wet" signature? Does it include the attached scope of services page?
- Contractor Authorized Signatory Listing:** Is it signed and dated? Does it have the "wet" signature?

**YOUR INITIALS:** \_\_\_\_\_