



February 01, 2023

Dear Gregory Jenkins,

We are pleased to inform you that City of Somerville Somerville Arts Council has been approved for a Cultural Sector Recovery for Organizations grant of \$67,050 (FY23-OR-OER-28966) from the Mass Cultural Council.

Thanks to vigorous advocacy from the cultural sector, the Legislature once again showed strong, bipartisan support for the Mass Cultural Council, including a historic \$60.1 million one-time appropriation to assist artists and cultural organizations with COVID recovery needs. This grant program is supported by that major investment.

Enclosed you will find a contract package that contains award instructions and reporting requirements. Please review these documents carefully and return the required paperwork to our Fiscal Department by March 31, 2023. This will help us process your grant as quickly as possible. For questions about the contract, please email Finance.Recovery@mass.gov or call 617-858-2711. For questions about the program email Organization.Recovery@mass.gov or call 617-858-2821.

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 Package Instructions

Instructions for Completing the Contract Package

1. **Standard Contract:** Print and sign the attached contract. We need the original copy with the "wet" signature, we cannot accept copies or scanned documents.
2. **Massachusetts W-9:**
https://www.macomptroller.org/wp-content/uploads/form_w-9.pdf. 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.
3. **Contractor Authorized Signatory Listing:**
https://www.macomptroller.org/wp-content/uploads/form_contractor-authorized-signatory-listing.pdf. 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.**
4. **Massachusetts Electronic Funds Transfer (EFT) Authorization Agreement:**
<https://www.mass.gov/doc/electronic-funds-transfer-sign-up-form-0/download>. 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.
5. **Attachment A:** Review this document and include a copy of this in your return package.
6. **Attachment B:** Review this document and include a copy of this in your return package.
7. **Attachment D:** Review and sign this document and include a copy of this in your return package.

All documents must be returned via mail. Please mail to:

Mass Cultural Council
c/o Fiscal Department
10 Saint James Ave., 3rd Fl.
Boston, MA 02116

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>.

CONTRACTOR LEGAL NAME: City of Somerville Somerville Arts Council (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Massachusetts Cultural Council MMARS Department Code: ART	
Legal Address: (W-9, W-4): City Hall 93 Highland Avenue Somerville MA 02143-1794		Business Mailing Address: 10 Saint James Ave., 3rd Fl., Boston, MA 02116	
Contract Manager: Gregory Jenkins	Phone: 617-625-6600	Billing Address (if different):	
E-Mail: gjenkins@somervillema.gov	Fax:	Contract Manager: Cyndy Gaviglio	Phone: 617-858-2711
Contractor Vendor Code: VC6000192138		E-Mail: cyndy.gaviglio@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
RFR/Procurement or Other ID Number: FY23-OR-OER-28966			
<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 checked="" 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 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 <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 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"/> 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). \$67,050			
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 ___ 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.) This is a grant of financial assistance to assist in the recovery from the COVID 19 pandemic			
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 _____, 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 July 01, 2022 , 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 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: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: 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>	

ATTACHMENT A - SCOPE OF SERVICES AND ADDITIONAL TERMS & CONDITIONS

CONTRACTOR NAME: City of Somerville Somerville Arts Council

ADDRESS: City Hall 93 Highland Avenue Somerville MA 02143-1794

BRIEF DESCRIPTION OF CONTRACT SERVICES (make any necessary changes if your project has changed significantly from the information below; initial and date):

This is a grant of financial assistance to assist in the recovery from the COVID 19 pandemic

APPLICATION #: FY23-OR-OER-28966

TOTAL MAXIMUM OBLIGATION OF CONTRACT: \$67,050

CONTRACT START DATE: July 01, 2022

CONTRACT TERMINATION DATE: June 30, 2023

Contract must be signed and returned to the offices of the Mass Cultural Council no later than **March 31, 2023**.

DATE ANNUAL OR FINAL REPORT IS DUE: July 14, 2023

PAYMENT: The Contractor will be reimbursed one hundred percent (100%) of the Contract amount upon receipt of a completed and authorized Contract. The Council shall make reasonable efforts to process payments promptly. The Council shall not be liable for any interest or penalty charges for late reimbursement.

ADDITIONAL RESTRICTIONS BEYOND THOSE STATED IN PROGRAM GUIDELINES (if blank there are none):

ATTACHMENT B: Additional Terms & Conditions

1. SCOPE OF CONTRACT. The Contractor agrees to perform the services set forth in the application for funding filed by the Contractor with the Council (the "Application") in accordance with the terms and conditions of the contract (the "Contract"). The Application is incorporated into the Contract by reference; the terms of the Application are binding on the Contractor unless amended by a subsequent written agreement signed by both the Council and the Contractor. The Contractor represents that it is qualified to perform and has obtained all necessary licenses and permits required to perform the services under this Contract.

Additionally, the Contractor agrees to perform the services in accord with the requirements set forth by the Council in the FY23 Cultural Sector Recovery for Organizations guidelines (the "Guidelines"), as posted on www.massculturalcouncil.org. The Guidelines are incorporated into the Contract by reference; the terms of the Guidelines are binding on the Contractor unless amended by a subsequent written agreement signed by both the Council and the Contractor.

2. NON-DISCRIMINATION AND ACCESS FOR PEOPLE WITH DISABILITIES. The contractor agrees to abide by state and federal regulations which bar discrimination on the basis of race, gender, religious creed, color, national origin, ancestry, disability, age, gender identity, or sexual orientation, and which require accessibility for persons with disabilities. The MCC expects the contractor to be in compliance with:

- The Americans with Disabilities Act of 1990 (ADA)
- Section 504 of the Rehabilitation Act of 1973 (Section 504)
- Title VI of the Civil Rights Act of 1964
- Other applicable state and local laws

(a) If a complaint or claim alleging violation by the Contractor of any statute, order, rule, or regulation with which the Contractor is obligated to comply is presented to the Massachusetts Commission Against Discrimination ("MCAD"), the Contractor agrees to cooperate with MCAD in the investigation and disposition of such complaint or claim and to assume all legal fees incurred by the Contractor in connection with the defense of such claim.

(b) In the event of the Contractor's non-compliance with the provisions of this Section 2, the Council shall impose such sanctions as it deems appropriate, including but not limited to: (i) withholding of payments due the Contractor under the Contract until the Contractor complies; and (ii) termination or suspension of the Contract.

3. PENALTIES, HOLDS, REDUCTIONS, RESTRICTIONS, REVERSIONS AND CANCELLATIONS. The Council has the right to withhold, reduce, cancel, revert, discontinue funding, or apply restrictions to the use of grant funds if the Contractor:

- Fails to perform the services set forth in the Application and/or fails to perform the services in accord with the requirements set forth by the Council in the Guidelines.
- Does not comply with all grant requirements and/or reporting requirements as stated in the Guidelines.
- Intentionally misrepresents its finances, organization/programming, or other eligibility requirements in the Application and/or any reports submitted to the Council.

ATTACHMENT D
CREDIT and PUBLICITY AGREEMENT
between the
MASS CULTURAL COUNCIL and GRANTEES

This credit and publicity agreement is hereby incorporated into the body of the grant contract between the Mass Cultural Council ("the Council") and the grant recipient ("the Contractor") named below as explicit terms and conditions of the contract. By the signatures below the Contractor agrees to abide by these terms and conditions.

THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR CONTRACT.

1. ADVOCACY & ACKNOWLEDGING LEGISLATIVE SUPPORT

90% of Mass Cultural Council's budget comes from an appropriation by the State Legislature. It is important to thank those elected officials responsible for funding Mass Cultural Council. We strongly encourage the Contractor to send personalized letters to the leadership of the State House and their state representative and senator, thanking them for Mass Cultural Council's appropriation and your grant award. For more information on how to find and contact your legislators, visit <https://massculturalcouncil.org/about/contracts/credit-and-publicity-kit/>.

While we strongly encourage all grantees to conduct this kind of advocacy for public funding for the cultural sector, **recipients of [CIP Portfolio](#) and [CIP Gateway](#) grants must meet specific advocacy requirements in order to remain eligible for funding.** Review the Portfolio Guidelines or Gateway Guidelines for details.

2. CREDIT

Mass Cultural Council Credit Logo: Credit must be given by the Contractor to the Council regarding all activities to which Council funds contribute by using the credit logo in:

- a) Printed promotional materials such as postcards, flyers, season/subscription brochures, and newsletters: Any promotional material, regardless of length, prepared by the Contractor, that credits an annual funding source, must also credit the Council.
- b) Digital materials such as web sites, blogs, videos, and social media: Do not include the logo on surveys.
- c) Programs/Playbills: Credit must be given on all programs printed by a grant recipient in a type size not smaller than 7 point font.
- d) Event signage: For any event presented with funding from the Council, signage must include the Council listed with other major public, private, and corporate sponsors, in proportional order of the size of the contribution.
- e) Exhibition Signage: For any exhibition presented with funding from the Council, the wall text must include the Council listed with other major public, private, and corporate sponsors, in proportional order of the size of contribution.
- f) Educational Materials: Credit must be given to the Council in all educational materials distributed in association with any Council-funded activity, such as brochures, pamphlets, flyers, etc.

The logo must be produced as a unit without alteration.

Download logo at <https://massculturalcouncil.org/about/contracts/credit-logos/>

Verbal Credit: When written credit is not applicable, such as there being no printed program, verbal credit shall be given prior to performances.

3. DONOR RECOGNITION

Any wall plaques or advertisements that acknowledge the Contractor's annual or ongoing support from corporations and/or foundations must also acknowledge the Council.

4. COLLABORATORS

Organizations that are collaborators with the primary grant recipient must comply with these requirements. The Contractor is responsible for informing said collaborators of this policy and ensuring they fulfill these obligations.

5. CO-SPONSORSHIP

Those programs that are "co-sponsored" will have additional, specific publicity requirements, dependent on the program at the time of negotiation. Under no circumstances may a Contractor state or imply that its programs and/or activities are "sponsored," "co-sponsored" or "presented" by the Council without expressed, written consent from the Council.

6. ADDITIONAL REQUIREMENTS

Mass Cultural Council reserves the right to negotiate additional requirements regarding credit and publicity on a case-by-case basis.

FOR MORE INFORMATION ABOUT THIS POLICY, CONTACT YOUR PROGRAM STAFF CONTACT OR MASS CULTURAL COUNCIL'S PUBLIC AFFAIRS DEPARTMENT.

Print the Grant Recipient or Organization Name

Signature of Person Responsible for Grant Recipient's
Publicity and Publications

Date

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 of following items to indicate they are in your completed package before mailing it to Mass Cultural Council:

- ☐ **This Checklist:** Have you double checked all the items on the list?
- ☐ **Standard Contract Form:** Is it signed and dated? Does it have the “wet” signature?
- ☐ **Massachusetts W-9:** Is it signed and dated? Does it have the “wet” signature?
 - ☐ **OR, check this box if you have previously submitted this form and there have been no changes to your organization’s information. You do not need to complete a new form.**
- ☐ **Contractor Authorized Signatory Listing:** Is it signed and dated? Does it have the “wet” signature? **We need this again even if you have sent it previously.**
- ☐ **Massachusetts Electronic Funds Transfer (EFT) Authorization Agreement:** Is it signed and dated? Does it have the “wet” signature?
 - ☐ **OR, check this box if you have previously submitted this form and there have been no changes to your banking information. You do not need to send a new form.**
- ☐ **Voided Check or Bank Letter:** Did you include the required document along with the EFT Authorization Agreement?
- ☐ **Attachment A:** Please return this printed attachment, so we have the full contract package on file.
- ☐ **Attachment B:** Please return this printed attachment, so we have the full contract package on file.
- ☐ **Attachment D:** Is it signed and dated?

YOUR INITIALS: _____

All documents must be returned via mail. Please mail to:

Mass Cultural Council
c/o Fiscal Department
10 Saint James Ave., 3rd Fl.
Boston, MA 02116