



Middlesex Community College

Procurement Policy

Effective: July 1, 2019

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Purchasing Mission Statement

It is the mission of Middlesex Community College to purchase the highest quality of goods and services at the best possible value, minimize risk to the institution, ensure compliance with Federal and Massachusetts General Laws and support the institutional goals.

The purpose of this policy is to acquaint the College staff with the business procedures governing the procurement and delivery of materials, supplies, services and equipment required in the operations of Middlesex Community College.

Purchasing Department Goals/Role

Goals

1. Ensure goods and services are purchased at the best value and meet the College's needs.
2. Maximize customer satisfaction by creating and maintaining cooperative relationships.
3. Efficiently and effectively respond to the college's needs.
4. Ensure compliance with Federal and Massachusetts General laws in Public Procurement for higher education in the Commonwealth of Massachusetts.

Role

1. Assist the college community with questions regarding the procurement of goods and services and provide training as needed.
2. Research and recommend cost saving options such as state and consortium contracts.
3. Responsible for all aspects of the competitive bidding process and negotiations.
4. Contract administration.
5. Interpret and communicate Federal and Massachusetts state law pertaining to procurement.
6. Maintain and create vendor relationships.

Contact Information

Office Location: 591 Springs Road, Building 10, Bedford Campus

Christina Kelley	Director of Procurement	kelleyca@middlesex.mass.edu	(781) 280-3526
Maureen Hudson	Purchasing Coordinator	hudsonm@middlesex.mass.edu	(781) 280-3506
Karen Kurps	Buyer	kurpsk@middlesex.mass.edu	(781) 280-3550

Procurement Policy Summary Page

It is the mission of Middlesex Community College to purchase the highest quality of goods and services at the best possible value, minimize risk to the institution, ensure compliance with Federal and Massachusetts General Laws and support the institutional goals.

The purpose of this policy is to acquaint the College staff with the business procedures governing the procurement and delivery of materials, supplies, services and equipment required in the operations of Middlesex Community College.

Purchasing Dept Goals and Role: Ensure goods and services are purchased at the best value and ensure compliance with Federal and MA General Laws. Research and recommend cost saving options, contract administration, and responsible for competitive bidding process.

Contract for Services: Contracts are required for all services at the College. The MCC Contract (short form) is required for services under \$10,000 and the MA Standard Contract and T & C's are required for all services \$10,000 and over.

Contract Signature Guidelines for Services: Signature requirements based on contract threshold.

Contract Term (Duration): Prior approval is required for contracts over (3) years.

Contract Termination: The Purchasing Department oversees all contract issues and terminations. If an issue cannot be remedied Purchasing will follow the appropriate protocol to terminate the contract in accordance with the Commonwealth Terms and Conditions.

Certificate of Liability Insurance: The Certificate of Liability Insurance (COI) protects the institution from loss or exposure. All vendors providing moderate to high-risk services to the college are required to provide a Certificate of Liability Insurance naming Middlesex Community College as an additional insured party (Certificate Holder). Levels of coverage required are outlined on page 8.

Procurement of Supplies and Services Thresholds:

- Under \$10k – consult state and national purchasing consortiums (vendors not on consortiums must not exceed \$10,000 for the fiscal year). Short form required for all services
- \$10k to \$50k – purchase from consortium or solicit written quotes from (3) vendors. Long form required for all services.
- Over \$50k – purchase from consortium or RFP/IFB. Long form required for all service
- Competitive Bid Exemption: Sole Source (only after reasonable investigation). Sole Source justification form required.

Federal Grants: Procurement of Supplies and Services 2 CFR Part 200 (Uniform Guidance):
Procurement requirements for the purchase of supplies and services for federal grants.

M.G.L. 149 Building Construction Contract Threshold and Requirements:

- Under \$10k – sound business practices
- \$10k to \$50k – written scope of work statement to solicit written quotes from (3) vendors.
- Over \$50k to \$150k– Sealed bids, bid deposit, payment bond
- Over \$150k– Sealed bids, DCAMM Certified, Filed sub-bids (>\$25k), bid deposit, payment and performance bond

- Over \$10M– Solicit statements of qualifications prior to soliciting sealed bids, DCAMM Certified, Filed sub-bids if more than \$25k, bid deposit, payment and performance bond

State and National Contracts: State Contracts, MHEC, E & I, U.S. Communities, and General Services Administration (GSA)

Banner Finance Manual: is located on the MCC Purchasing Department's webpage

<https://www.middlesex.mass.edu/purchasing/>

Purchase of Equipment/Software/Furniture: As of July 1, 2019 all purchases under \$1000 will be charged to the 3500 pool. Purchases \$1000 and over will be charged to the 6000 pool. Purchase requisitions are required for all software purchases and purchases in the 6000 pool.

Purchase Requisition: Purchase requisition required for all new vendors (not in Banner) and for all software purchases and equipment/furniture purchases in the 6000 pool starting 7/1/19.

Purchase Order: Prior to creating a PO confirm there are sufficient funds to pay for purchase. Buyer has received the fully executed contract from the Purchasing Department for all services.

Massachusetts Management Accounting and Reporting System (MMARS) Encumbrance Process (grants/state funds): Commonwealth of MA system for encumbering supplies and services for grant and state funds.

Delivery of Goods: All goods purchased must be delivered to the Receiving Department in either Lowell or Bedford to be electronically entered in Banner.

Vendor Returns: Inform Purchasing Department of all returns. Complete Return to Vendor Form including reason for return. Attach a copy to Return for the Receiving Department.

Employee Reimbursement: College purchases should be encumbered using a PO or College AmEx credit card. Employee reimbursements should only be used when a PO or AmEx is not available.

Travel Reimbursement: Employees will be reimbursed for the use of their automobile for business purpose other than commuting.

Invoice Requirements/Payment Terms: All invoices should be submitted to AP. Goods must be received or services performed for invoice to be paid. Invoices are paid net 30. Send backup documentation to Purchasing.

Prompt Pay Discounts: Please submit your invoice to AP in a timely manner to participate in the discounts offered for paying within a specific timeframe.

Prevailing Wage: The prevailing wage law, M.G.L. c. 149, 26-27, requires contractors performing any public construction project to pay prevailing wages, which are special minimum wages established by the Department of Labor Standards (DLS).

Disposal of Surplus Assets: All surplus items estimated less than \$10k shall be sold at public sale to the highest bidder using GovDeals online auction in accordance with the policies of the Commonwealth of Massachusetts.

Contract Administration/Record Retention: It is the responsibility of The Purchasing Department to maintain the contract files and retain records for seven (7) years from the end of the fiscal year (June 30).

Contract Guidelines for Services

Contracts are required for all services at the College. The contract protects the vendor as well as the College by outlining the terms and expectations of the agreement.

IMPORTANT: The purchase order **should not** be created and the services **should not** be scheduled or started until the buyer has received the fully executed contract from Purchasing.

Department heads and personnel are not authorized to sign vendor contracts.

A contract amendment is required for any changes that occur to the contract during the contract period such as change in price, scope, and length of contract. Follow the same procedures below.

The requestor should anticipate a **minimum of 7 to 10 business days** to complete the contract approval process and should plan accordingly.

Contract Process for Services under \$10,000

1. Buyer completes an MCC Contract (short form) including scope of work and obtains all signatures including vendor. Digital signatures are only accepted on the short form contract.
2. Buyer emails the MCC Contract, vendor's contract if applicable, and backup documentation to the Purchasing Department email address at purchasing@middlesex.mass.edu.
3. Purchasing reviews the contract and documentation for compliance with the College's purchasing guidelines and state procurement law.
4. Purchasing will contact the buyer and/or vendor if any changes or adjustments are required.
5. Purchasing obtains any additional forms needed such as W9, Certificate of Insurance (COI), and EFT (Direct Deposit) and emails the signed MCC Contract and vendor contract (if applicable) to the vendor and buyer.
6. The purchase order can be created once the buyer receives the fully executed contract from Purchasing.

Contract Process for Services \$10,000 and over

1. Buyer emails the vendor's contract and contact information, scope of work and any backup documentation to the Purchasing Department email address at purchasing@middlesex.mass.edu for review. This information will be used to complete the Massachusetts Standard Contract.
2. Purchasing will contact the buyer and/or vendor if any changes or adjustments are required.
3. Purchasing emails the vendor the Massachusetts Standard Contract and Terms and Conditions for their signature and obtains any additional forms needed such as W9, Certificate of Insurance (COI) and EFT (Direct Deposit).
4. Purchasing signs the contracts once the forms are received from the vendor and will email copies to both the vendor and buyer for their records. The buyer can create the purchase order once the fully executed contract is received from Purchasing.

Contract Signature Guidelines for Services

Contract Cost	Staff Signature	Title
Under \$10,000	Maureen Hudson	Purchasing Coordinator
\$10,000 – \$25,000	Christina Kelley	Director of Procurement
Over \$25,000	Frank Nocella	Chief Financial Officer

Contract Term (Duration)

Contracts may be negotiated for up to three (3) years including the term of any renewal, extension or option. Prior approval from the Purchasing is required for contracts with a term of more than three (3) years.

Contract Termination

The Purchasing Department oversees all contract issues and terminations. Please contact the Purchasing department to report contract issues so they can be documented. If the issue cannot be remedied Purchasing will follow the appropriate protocol to terminate the contract in accordance with the Commonwealth Terms and Conditions.

Certificate of Liability Insurance

The Certificate of Liability Insurance (COI) protects the institution from loss or exposure. It is a standardized document that offers evidence of vendor's insurance coverage.

All vendors providing moderate to high-risk services (examples listed below) to the college are required to provide a Certificate of Liability Insurance naming Middlesex Community College as an additional insured party (Certificate Holder). The effective dates of the policy must be valid and active during the contract period.

Purchasing will contact the vendor to request the Certificate of Liability Insurance form. All Certificate of Liability Insurance Forms must be maintained on file by the Purchasing Department.

The following minimum insurance coverages are required:

1. **Commercial General Liability:** combined limits for bodily injury, personal injury and property damage of at least \$2,000,000 per occurrence and \$4,000,000 per aggregate.
2. **Automobile Liability Insurance:** covering any automobile used by the insured with combined limits for bodily injury and property damage of at least \$1,000,000 per accident.
3. **Workers' Compensation Insurance:** in compliance with applicable federal and state laws including employers' liability insurance with limits of at least \$1,000,000 per occurrence.

Examples of Moderate to High-Risk Services

- Annual/Multi-Year Contracts
- Asbestos Abatement Contractors
- Building Construction/ Heavy Machinery
- Custodial Services
- Recreational Services (rock- wall, inflatables, etc.)
- Refuse Transportation and Disposal
- Security
- Snow or Tree Removal/ Landscaping
- Food Service (catering/food trucks)
- Transportation Services
- Maintenance/Repair Services
- Professional Services (consultants, IT, etc.)

Procurement of Supplies and Services Thresholds

Under \$10,000	Policy	It is strongly recommended when sourcing goods or services to consult State and National contracts (see pg. 12) whenever possible in determining the best purchase value. It is also recommended to solicit several quotes for cost comparison. All State, MHEC and other consortium contracts competitively bid must be documented on all quotes/proposals to ensure discounted pricing is received. If the vendor is not on a state or national contract, (total purchases with that vendor must not exceed \$10,000 for the fiscal year).
	Contract	MCC Contract (short form) for all services (see exceptions below). Follow “Contract Guidelines for Services” under \$10,000 on (page 7). EXCEPTIONS: Services purchased from an MHEC or State contract do not require a short form contract (the MHEC/State contract number must be referenced on the quote or proposal).
\$10,000 to \$50,000 *purchases 25k and over will be shared quarterly with the Board of Trustees	Policy	1. Purchase from a State or National contract (see pg. 12) OR 2. Solicit written quotes from at least (3) vendors. Vendor with the lowest price will be selected (if the vendor with the lowest cost is not selected a written justification is required).
	Contract	MA Standard Contract and Terms and Conditions (long form) for all services (see exception below). Follow “Contract Guidelines for Services” \$10,000 and over on (page 7). EXCEPTIONS: Services purchased from an MHEC or State contract do not require a long form contract (the MHEC/State contract number must be referenced on the quote or proposal).
Over \$50,000	Policy	1. Purchase from a State or National contract (see pg. 12) OR 2. Request for Proposal (RFP) or Invitation for Bids (IFB). Send project specifications to Christina Kelley at kelleyca@middlesex.mass.edu.
	Contract	MA Standard Contract and Terms and Conditions (long form) for all services. Follow “Contract Guidelines for Services” \$10,000 and over on page 7.

Please Note: Any purchase for services or materials on an annual basis or any combination of orders for the same project or similar materials must follow the cumulative bid threshold above.

Competitive Bidding Exemption: Sole Source Procurement

You may make a sole-source procurement of any supply or service estimated to cost not more than \$50,000 if the following conditions exist: After a reasonable investigation there is only one practicable source; The selected vendor is the only vendor acceptable due to compatibility with existing equipment, specifications, expertise, or availability.

You may award a sole-source procurement of more than \$50,000 for software maintenance, library books, and educational materials.

A sole-source justification form must be signed by your supervisor, Provost or CFO, and the Director of Procurement

Federal Grants Only: Procurement of Supplies and Services 2 CFR Part 200 **(Uniform Guidance)**

Uniform Guidance (UG) is a new set of federal regulations that consolidates several of the previous OMB Circulars.

General Procurement Standards

1. Must comply with written policies and procedures for the procurement process
2. Must comply with Conflicts of Interest Policy
3. Purchases must be necessary and economical
4. Purchases must be made with full and open competition
5. Purchase documentation must include sufficient procurement records such as contractor selection or rejection, basis for contract price, method of procurement.

Procurement Methods for Federal Grant Recipients					
	Under \$10,000	\$10,000 to \$250,000	Over \$250,000		Non-Competitive
Procurement Type	Micro Purchase	Small Purchase	Sealed Bids (IFB)	Competitive Proposal (RFP)	Sole Source
Method	No quotes required if the price is reasonable. To the extent possible, distribute purchases equitably among qualified suppliers	Obtain written price quotes from an adequate number of qualified sources (at least (3) vendors)	Primarily used in construction projects (fixed price contract) Bids are publically solicited from an adequate number of qualified sources (at least (3) vendors) Lowest responsive and responsible bidder should be awarded	Use contracts such as fixed price or cost reimbursement Formal RFP with pre-determined evaluation methods for an adequate number of qualified sources (at least (3) vendors) Most advantageous bid is awarded	Available for procurements of any dollar amount. Inadequate competition after soliciting from multiple sources Since there is no competition it must be authorized by the Federal awarding agency or pass-through entity
Contract Required	Yes (MCC Short Form)	Yes	Yes	Yes	Yes

Conflict of Interest

2 C.F.R Part 200.213(c) No Employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

M.G.L. c.149 Building Construction Contracts Thresholds and Requirements

Estimated Contract Amount	Under \$10,000	\$10,000 to \$50,000	Over \$50,000 to \$150,000	Over \$150,000	Over \$10,000,000
Procurement Procedure	Sound business practices (as defined in M.G.L. c. 30B, § 2). ¹	Use a written scope-of-work statement to solicit written responses from no fewer than 3 persons who customarily perform such work.	Sealed Bids (using M.G.L. c. 30, § 39M procedure).	Sealed bids (using M.G.L. c. 149, §§ 44A-44J).	Solicit statements of qualifications prior to soliciting sealed bids (using M.G.L. c. 149, §§ 44A-44J).
Notice/Advertising Requirements	None.	Post a notice at least two weeks before responses are due on 1) your jurisdiction's website; 2) COMMBUYS; 3) in the <i>Central Register</i> ; and 4) in a conspicuous place near your office. ²	Post a notice 1) in your jurisdiction's office for at least one week before bids are due; and, at least two weeks before bids are due, publish 2) in the <i>Central Register</i> ; 3) in a newspaper; and 4) on COMMBUYS. ³	Post a notice 1) in your jurisdiction's office for at least one week before bids are due; and, at least two weeks before bids are due, publish 2) in the <i>Central Register</i> ; 3) in a newspaper; and 4) on COMMBUYS. ⁴	Advertise the request for qualifications at least two weeks before responses are due (1) in a newspaper; (2) in the <i>Central Register</i> ; and (3) on COMMBUYS. ⁵
DCAMM Certification	No.	No.	No.	Yes. General bidders if more than \$150,000 and filed sub-bidders if more than \$25,000.	Yes. General bidders if more than \$150,000 and filed sub-bidders if more than \$25,000.
OSHA Training	No.	Yes.	Yes.	Yes.	Yes.
Prequalification	No.	No.	No.	Optional. ⁶	Yes.
Filed Sub-Bids	No.	No.	No.	Yes, if more than \$25,000.	Yes, if more than \$25,000.
Bid Deposit	No.	No.	5% of the value of the total bid.	5% of the value of the total bid or sub-bid.	5% of the value of the total bid or sub-bid.
Payment Bond	No.	50% payment bond if contract is >\$25,000. ⁷	50% payment bond.	100% payment bond.	100% payment bond.
Performance Bond	No.	No.	No.	100% performance bond.	100% performance bond.
Prevailing Wage	Yes.	Yes.	Yes.	Yes.	Yes.
Contractor Evaluation	No.	No.	No.	Yes.	Yes.
OSD or Blanket Contract Option	Yes.	Yes.	No.	No.	No.

See M.G.L. c. 30, § 39M or M.G.L. c. 30B, § 5 - Public Works (Non-Building) Construction Contracts (with labor)

Update statement is required for all contracts estimated to cost over \$150k. It provides the awarding authority with up-to-date financial information. It shall remain confidential and shall not be public record to the fullest extent permissible under the law M.G.L. c. 149A, § 5(d)(5).

State and National Contracts

Purchases from any of the state or national contracts listed below do not need to be competitively bid. It is recommended to request multiple quotes to obtain the best value. Each contract is assigned a contract number. The contract number must be documented on the proposal or quote.

State Contracts

<https://www.mass.gov/find-a-statewide-contract-user-guide>

Established by the Operation Services Division for all eligible entities of the Commonwealth of Massachusetts. The MA Standard Contract and Terms and Conditions do not need to be obtained from the vendor, both are included in all State contracts.

MHEC – Massachusetts Higher Education Consortium

<https://www.mhec.net/>

Local purchasing consortium primarily for Massachusetts public and private institutions of higher education. The MA Standard Contract and Terms and Conditions do not need to be obtained from the vendor, both are included in all MHEC contracts.

E & I Cooperative Services

<https://www.eandi.org/>

National purchasing consortium established by National Association of Educational Procurement (NAEP) for educational institutions and related facilities nation-wide. The MA Standard Contract and Terms and Conditions are **not** included in the E&I contracts and must be obtained from the vendor prior to service.

U.S. Communities

<http://www.uscommunities.org/>

National purchasing consortium for local and state government agencies, school districts (K-12), higher education institutions, and nonprofits. The MA Standard Contract and Terms and Conditions are **not** included in the U.S. Communities contracts and must be obtained from the vendor prior to service.

General Services Administration (GSA)

<https://www.gsa.gov/about-us>

Provides centralized procurement for the federal government and state and local agencies. The MA Standard Contract and Terms and Conditions are **not** included in the GSA contracts and must be obtained from the vendor prior to service.

Banner 9 Finance Manual

Located on the MCC Purchasing Department's webpage <https://www.middlesex.mass.edu/purchasing/>

Purchase of Equipment/Software/Furniture

As of July 1, 2019 all equipment/software/furniture purchases under \$1000 will be charged to the 3500 or 4000 pool. Purchases \$1000 and over will be charged to the 6000 pool. Purchase requisitions are required for all software purchases and purchases in the 6000 pool.

Instructions listed below for purchasing process.

Equipment –Apple (any dollar value) -6010 code

1. Buyer contacts IT to obtain a quote from the Apple Education website.
2. Buyer creates a requisition in Banner including proposal # in the document text once quote is received from IT.
3. Purchasing generates the PO and places the order.

Equipment (IT)/Software (any dollar value) – 6010/ 6210/ 3670 code (includes scanners, printers, and copiers)

1. Buyer researches the product.
2. Buyer creates a requisition in Banner including detailed specifications.
3. IT will verify compatibility and review current stock for availability.
4. Purchasing will research the lowest price, generate the PO and place the order.

Equipment (non-IT)/Furniture

Under \$1000 (3500 or 4000 pool): Buyer creates purchase order and places the order

If buyer would like Purchasing to find best value for their purchase, please create a requisition and add the following note in the document text "Please find best value."

\$1000 or over (6000 pool):

1. Buyer researches the product.
2. Buyer creates a requisition in Banner including detailed specifications (manufacturer, part #, model #, color, price, vendor name, where you found product). Vendor ID is not required to complete requisition.
3. Purchasing will buy the exact item requested. If the best value is not the exact match, Purchasing will consult with the buyer before placing the order.

Purchase Requisition

Create a purchase requisition for all new vendors (not in Banner) and for all equipment/ software/ furniture purchases following the guidelines above. For new vendors or vendors with address changes, Purchasing will contact the vendor to obtain the required MA W9 form. All vendors are validated on IRS.gov using TIN matching. Once the vendor information is entered in Banner the requisition will be converted to a purchase order. If goods are to be ordered, Purchasing will complete the purchase with the vendor.

Purchase Order

The following is required before making a commitment to the vendor and creating a purchase order.

1. Encumber sufficient funds to pay for purchase.
2. Fully executed contract has been received from the Purchasing Department for all services.

Massachusetts Management Accounting and Reporting System (MMARS) Encumbrance Process (grants/state funds):

The following information/documents must be submitted to Maureen Hudson to process all encumbrances.

1. Vendor Quote (please include contact name, phone, email, and fax)
2. Short Form Contract (for services under \$10k)
3. Vendors Tax Identification number

The requestor should anticipate a **minimum of 7-10 business days to complete the encumbrance if the vendor is active in MMARS.**

***NEW VENDORS:** If the Vendor is not active in MMARS the following paperwork is required.

The requestor should anticipate a **minimum of 3-4 weeks before encumbrance document can be entered in MMARS.**

Process includes: (1) Obtain original documents from vendor through snail mail, (2) Enter vendor information in MMARS, (3) Snail mail original documents to Comptroller's Office (Boston) up to 5-8 business days for their review, (4) Comptroller's Office approves documents, (5) Encumbrance document entered in MMARS

Purchasing will contact the vendor to obtain the following forms. Commonwealth of MA only accepts original documents.

All forms must be completely filled out. Any missing information will be needed before documents can be entered into the database. Missing information hinders a speedy turnaround of documentation.

- Massachusetts Substitute W-9 (Only W-9 form accepted)
- Massachusetts Terms and Conditions
- MA Standard Contract – long form (for services \$10k or over)
- State EFT Form with cancelled check

No encumbrance can be entered into MMARS for order placement until a valid Vendor Identification number is issued by the Commonwealth.

*The MMARS Database is a separate entity from our Banner System. The vendor must be active in MMARS regardless of our past history with the vendor in Banner.

Delivery of Goods

All goods purchased must be delivered to the Receiving Department in either Lowell or Bedford to be electronically entered in Banner.

Vendor Returns

Cost Centers returning items to a vendor, **for any reason**, must do the following:

1. Contact the Vendor Immediately.
2. Complete the Return to Vendor form (internal use only) and email to the Purchasing Department at purchasing@middlesex.mass.edu or fax to 781-280-3533.
3. Attach a copy of the Return to Vendor Form to the item being returned for the Receiving Department. Receiving will not return goods without a completed form.
4. A copy of the Return to Vendor Form should be kept in Cost Center file for your records.

Completing the information in a timely manner will ensure appropriate adjustments are made to the Purchase Order by the Purchasing Department so receiving of the replacements can be properly entered.

Employee Reimbursement

College purchases should be encumbered using a purchase order. If a purchase order is not accepted, please contact the Purchasing Department to process your order using the College's AmEx credit card. If a purchase order or the College AmEx credit card is not possible, employee reimbursement is acceptable with required back-up documentation. For employee reimbursement please submit the following information (date, reimbursement purpose, cost, location, and list of participants (if applicable)).

Travel Reimbursement

Use of Private Automobile

The College will reimburse employees for the use of their automobile for business purpose other than commuting at the current IRS authorized rate (see Travel Reimbursement Form on College website for current rate). Travelers will be reimbursed based on the shorter distance from home or their office, to the destination point. If traveling on a day that is not a work day, the distance should be calculated from the travelers main home. In addition to the current mileage allowance, necessary and reasonable charges for tolls and parking are allowed. Non-reimbursable expenses include: car repairs, traffic violations and parking fines.

Invoice Requirements/Payment Terms

Invoices are required to process payment and should be submitted to the Accounts Payable Department of Middlesex Community College. Invoices must be itemized including rates per hour, cost for each material/goods, units, quantity, item description, total cost and an invoice number. Electronic invoices can be sent to Accounts Payable at accountspayable@middlesex.mass.edu. No invoices will be paid until the items purchased have been received and/or service has been performed.

The College's payment terms shall be Net 30 days from the date the College receives the invoice, with late penalty interest assessable at rates established by the Commonwealth after 45 days, in accordance with Mass. Gen. Laws ch.29, § 29C and with Commonwealth Regulation 815 C.M.R. 4.00.

All backup documentation should be sent to Accounts Payable.

*Invoices are not required for student stipends.

Prompt Pay Discounts

Many vendors on statewide contracts offer Prompt Pay Discounts (PPD) for payments made within a specific timeframe, for example 3% discount for payment within 10 days.

The Purchasing Department updates the purchase orders to reflect PPD. If your Department receives invoices directly please submit your invoice to Accounts Payable in a timely manner to participate in the discounts offered.

Prevailing Wage

The prevailing wage law, M.G.L. c. 149, 26-27, requires contractors performing work for any public construction project or use of heavy equipment for non-construction contracts to pay prevailing wages, which are special minimum wages established by the Department of Labor Standards (DLS). Public construction work includes any additions or alterations to a building or site.

Please contact the Purchasing Department prior to obtaining vendor quotes on any public construction project. The Purchasing Department shall request prevailing wage rates from DLS for your public construction project to provide copies to interested bidders.

The contractor and subcontractor are required to submit weekly Certified Payroll Reports and the Statement of Compliance form.

It is the responsibility of the Purchasing Department to maintain certified payroll records submitted by contractors and subcontractors.

Disposal of Surplus Assets

It is the responsibility of the Purchasing Department to dispose of surplus or obsolete equipment, materials, supplies or furniture that are no longer needed.

Please Note: The IT Department handles the disposal of all computers and electronic equipment no longer needed.

All surplus items with an estimated fair value less than \$10,000 shall be sold to interested parties at public sale to the highest bidder using GovDeals online auction in accordance with the policies of the Commonwealth of Massachusetts.

Grant funded equipment must be disposed in accordance with the terms and conditions of the grant funded agency.

The sale of all surplus items will be recorded and maintained by the Purchasing Department.

All barcoded items must be reported to Kathy Rich, Comptroller, at richk@middlesex.mass.edu or 781-280-3504, to remove from inventory.

Records Retention

It is the responsibility of The Purchasing Department to maintain the contract files and retain records for seven (7) years from the end of the fiscal year (June 30). The records include the executed contract, insurance certificates, payment and performance bonds, contract amendments, prevailing wage payroll forms, etc. All documents will be stored in Softdocs, electronically scanned by Purchasing and AP by vendor and fiscal year.

Glossary of Purchasing Terms

Amendment: written modification to a contract or other agreement after contract is awarded.

Bid: a set of documents issued by a procuring entity inviting suppliers to fulfill requirements for goods or services at a specific price within a specific timeframe.

Certificate of Insurance (COI): A document issued by the insurance company that summarizes the insurance policy and coverages.

Consortium: a purchasing program where eligible entities can obtain the benefits of volume purchasing by participating and purchasing from the contracts. For example (OSD Statewide contracts, MHEC, E & I, and U.S. Communities).

Invitation for Bids (IFB): document used to request vendor bids for goods and services for projects costing over \$50,000 awarding to the lowest bidder. It is only a solicitation and does not qualify as an offer.

Massachusetts Standard Contract Form (long form): a contract for all Commonwealth Departments outlining project scope of work, contract dates, cost, etc. for goods or services costing \$10,000 or greater.

MCC Contract (short form): a contract outlining project scope of work, contract dates, cost, etc. for goods or services costing less than \$10,000.

Purchase Order: formal document issued to the supplier outlining the product or service detail for purchasing transaction.

Purchase Requisition: An internal document generated by a cost center buyer sent to the Purchasing Department to request materials or services. It is not a purchase order and cannot be used to purchase goods or services.

Quote: informal or formal request made by the buyer to estimate the cost of goods or services needed by the College.

Request for Proposal (RFP): document used to request vendor bids for goods and services for projects costing over \$50,000 with the option to award based on criteria other than cost.

Specification: a detailed description of materials or services needed.

Surplus Property: property in excess of the organization needs.

Terms and Conditions – terms by which one must agree to follow in order to provide a service. It is incorporated by reference to the Massachusetts Standard Contract and shall supersede any conflicting agreements related to the contract.



Middlesex Community College
Contract for Services (under \$10,000)

This agreement is made this ____ day of _____, _____, by and between Middlesex Community College (hereinafter referred to as "Purchaser") and _____ (hereinafter referred to as "Contractor"). Purchaser hereby engages Contractor, who agrees to perform the services described below upon all the terms and conditions set forth herein, including those on the reverse side of this page.

Description of Service (scope of work): _____

Start Date/Time of Service: _____ **End Date:** _____

Location of Service: _____

Cost of Service: Enter total cost or rate for duration of contract. **Total Cost:** _____ **Hourly Rate:** _____

Banner Index (Source of Funding): _____

Additional Provisions by Purchaser: _____

Additional Provisions by Contractor: _____

Payment Terms: Net 30

IN WITNESS WHEREOF, the parties have caused this contract to be executed by their duly authorized representative as of the date first above written.

Middlesex Community College

Contractor

Buyer Name: _____

Telephone: _____

Cost Center Mgr.

Signature: _____

Printed Name/ _____

Title: _____

Telephone: _____

Authorized Signatory (Purchasing Dept)

Signature: _____

Printed Name/ _____

Title: _____

Telephone: _____

Signature: _____

Printed Name/ _____

Title: _____

Street: _____

City/State/Zip: _____

Telephone: _____

Email: _____

Internal Use Only:

☐ COI Form ☐ W9 ☐ Scanned

TERMINATION: This Contract *may* be terminated without cause and without penalty by either party by giving written notice to the other at least thirty (30) days prior to the effective date of termination stated in the notice. If Contractor fails to fulfill his/her/its obligations in a manner satisfactory to the College, the College *may* terminate this Contract by giving written notice to the Contractor at least seven (7) calendar days before the effective date of the termination stated in the notice; provided the College *may*, if it deems it necessary to protect its property or the proper conduct of its activities, terminate this contract by giving notice of fewer than seven (7) calendar days. The notice *may* state the circumstances of the alleged breach and *may* state a period during which the alleged breach *may* be cured, subject to the approval of the College.

OBLIGATION IN EVENT OF TERMINATION: Upon termination, all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Contract, including all copies thereof in the possession of the Contractor, shall be promptly remitted to the College together with all documents in his/her/its possession supplied to him by the College for *any* purpose in connection with the making or performance of this Agreement. Subject to limitation, the College shall promptly *pay* the Contractor for all services performed to the effective date of termination.

CERTIFICATIONS: Contractor certifies compliance with all applicable state and federal employment laws and regulations, and all applicable federal and state laws and regulations prohibiting discrimination.

CONFLICT OF INTEREST: No officer or employee of the Commonwealth shall participate in *any* decision relating to this Contract which affects his/her personal interest or the interest of *any* corporation, partnership, or association in which he/she is directly or indirectly interested; and no officer or employee of the Commonwealth shall have *any* interest, direct or indirect, in this Contract or in the proceeds thereof. The purpose of this clause is to ensure that officers or employees of the Commonwealth who are in a position to approve this contract on behalf of the College, do not experience a personal gain by entering into *any* contract which directly affects them.

CONFIDENTIALITY: The Contractor shall keep confidential all personal and other confidential data and information that is provided to him by the College or that otherwise comes into his possession in the performance of his obligations under this Contract and the Contractor shall not disclose the same to other persons or entities without the prior written authorization of the College.

PUBLICATIONS, REPRODUCTIONS AND USE OF MATERIAL: All documentary material, including without limitation, plans, reports, manuals, pamphlets and articles prepared by the Contractor for any purpose in connection with the making or performance of his Contract, shall be the property of the College and shall appropriately designate the College as owner. No such material prepared in whole or in part under this Contract shall be subject to copyright in the United States of America or in any other country. The College shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, *any* such materials. Any material which has been copyrighted previously and is used by the Contractor in the performance of this Contract shall not lose its copyright status by being so used. The purpose or intent of this clause is to ensure that materials prepared by the Contractor, while he/she/it is being paid by the College, become the property of the College. This clause has no impact on material produced by the Contractor prior to the Contract.

FORCE MAJEURE: Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without fault or negligence. Such cause *may* include, but are not limited to, Acts of God or of a public enemy, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay, and provided that nothing in this provision shall be deemed to extend the term of this Contract.

CHOICE OF LAW: This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor agrees to bring any federal or state legal proceedings arising under this Contract, in which the Commonwealth or the College is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any other legal rights of the parties.

COMPLIANCE WITH LAWS AND INDEMNIFICATION OF THE COLLEGE: The Contractor shall comply with all applicable laws, rules, regulations, ordinances, orders or requirements of the Commonwealth and any governmental authority relating to the delivery of the services specified in this Contract. The College *may* require the Contractor to pay fines, penalties, and damages that *may* arise out of or *may* be imposed because of, the Contractor's breach or failure to comply with the provisions of this Contract. Unless otherwise provided by law the Contractor shall indemnify and hold harmless the Commonwealth, the College, and their agents, officers and employees against *any* and all liability, loss, damages, penalties, costs or expenses for personal injury or damage to real or tangible personal property which the College *may* sustain, incur or be required to pay, resulting from, arising out of, or in connection with the services performed or delivered under this Contract by reason of acts, omissions, negligence, reckless or intentional misconduct of the Contractor, its agent(s), officers, employees or subcontractors; provided that the Contractor is notified of *any* claim within a reasonable time after the College becomes aware of it, and the Contractor is afforded an opportunity to participate in the defense of such claim. In such event, no negotiated settlement agreement shall be binding on the Contractor without the Contractor's concurrence.

EXECUTIVE ORDERS: The Contractor certifies compliance with all applicable Massachusetts *Executive Orders*.

SEVERABILITY: If any provision of this Contract is declared or found illegal, unenforceable, or void, then both parties shall be relieved of all obligations under the provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

WAIVERS: All conditions, covenants, duties and obligations contained in this Contract can be waived or amended only by the written agreement of both parties. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver nor shall in any way limit the legal or equitable remedies available to that party.

RECORDS: The Contractor shall maintain books, records and other compilations of data pertaining to the performance of his/her/its obligations hereunder and shall do so to such extent and in such detail as shall properly substantiate claims for payment hereunder. The Governor and the State Auditor or their designees shall have the right, at reasonable times and upon reasonable notice, to examine and copy the books, records and other compilations of data that are required to be maintained hereunder. All such records shall be maintained by the Contractor for three (3) years following the date of termination of this Contract, and this provision shall survive such termination for such period.

STATUS: Nothing in this Contract shall be deemed to constitute the Contractor an employee of the College or of any other agency of the Commonwealth of Massachusetts, nor shall it be deemed to constitute the Contractor a partner or a joint venture with the College for any purpose.

ASSIGNMENT BY CONTRACTOR AND SUBCONTRACTING: The Contractor shall not assign or in any way transfer any interest in this Contract without the prior written consent of the College, nor shall Contractor subcontract any services without such written approval.

ENTIRE AGREEMENT AND INTERPRETATION: The parties understand and agree that this Contract and attachments (if any) supersede all other verbal and written agreements and negotiations by the parties relating to the services under this Contract. The parties further agree that the terms of this Contract shall supersede any conflicting verbal or written agreements relating to the performance of this Contract or attached hereto, including any contract forms, purchase orders, or invoices of the Contractor.

AMENDMENTS: No amendment to this Contract shall be effective unless it signed by the authorized representatives of both parties and complies with all other regulations and requirements of law.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



Exhibit B

This form is jointly issued and published by the [Executive Office for Administration and Finance \(ANF\)](#), the [Office of the Comptroller \(CTR\)](#) and the [Operational Services Division \(OSD\)](#) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under [Guidance For Vendors - Forms](#) or www.mass.gov/osc under [OSD Forms](#).

CONTRACTOR LEGAL NAME: (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: MMARS Department Code:	
Legal Address: (W-9, W-4,T&C):		Business Mailing Address:	
Contract Manager:		Billing Address (if different):	
E-Mail:		Contract Manager:	
Phone:	Fax:	E-Mail:	
Contractor Vendor Code:		Phone:	Fax:
Vendor Code Address ID (e.g. "AD001"): AD (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
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 type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach 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"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		CONTRACT AMENDMENT Enter Current Contract End Date Prior 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 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"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input 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 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 type="checkbox"/> 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 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 (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.)			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ___ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . ___ 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . ___ 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 _____, 20____, 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 makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, 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 including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, 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: _____ Print Title: _____	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the **Full Legal Name** of the Contractor's business as it appears on the Contractor's [W-9](#) or [W-4 Form](#) (Contract Employees only) and the applicable [Commonwealth Terms and Conditions](#). If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's [W-9](#) or [W-4 Form](#) (Contract Employees only) and the applicable [Commonwealth Terms and Conditions](#), which must match the legal address on the 10991 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on [COMMBUYS](#), the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the [MMARS Vendor Code](#) assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the [Vendor File and W-9s Policy](#) for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the [Bill Paying](#) and [Vendor File and W-9](#) policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the [three \(3\) letter MMARS Code](#) assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See [State Finance Law and General Requirements, Acquisition Policy and Fixed Assets](#), the [Commodities and Services Policy](#) and the [Procurement Information Center \(Department Contract Guidance\)](#) for details.

Statewide Contract (OSD or an OSD-designated Department): Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD: Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement: Check this option for a Department procurement including state grants and federal sub-grants under [815 CMR 2.00](#) and [State Grants and Federal Subgrants Policy](#), Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract: Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee: Check this option when the Department requires the performance of an [Individual Contractor](#), and when the planned Contract performance with an Individual has been classified using the [Employment Status Form](#) (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other: Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See [Amendments, Suspensions, and Termination Policy](#)."

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. 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.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which [Commonwealth Terms and Conditions](#) the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See [Vendor File and W-9s](#) Policy.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as [available and encumbered](#) prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth [Bill Paying Policy](#) for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under [G.L. c. 29, s. 23A](#)). See [Prompt Pay Discounts Policy](#). PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments ([G.L. c. 29, s. 23A](#)); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the [Expenditure Classification Handbook](#)) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the [Effective Date](#) (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default [Effective Date](#) (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the [Settlement and Release Form](#) when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the [Effective Date](#) for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate

costs. Any obligations incurred outside the scope of the [Effective Date](#) under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to [G.L. c.4, § 9](#).

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to [G.L. c.4, § 9](#).

CERTIFICATIONS AND EXECUTION

See [Department Head Signature Authorization Policy](#) and the [Contractor Authorized Signatory Listing](#) for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under ["Anticipated Contract Start Date"](#). Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a [Contractor Authorized Signatory Listing](#) may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the [Contractor Authorized Signatory Listing](#).

Authorizing Signature For Commonwealth/Date: The [Authorized Department Signatory](#) must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under ["Anticipated Start Date"](#). **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See [Department Head Signature Authorization](#). The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an [approved Interdepartmental Service Agreement \(ISA\)](#). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and 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:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the [Secretary of State's website](#) as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

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Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under [Executive Order 195](#) and [G.L. c. 11, s.12](#) seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 C.M.R. 32.00](#).

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, [Executive Order 147](#); [G.L. c. 29, s. 29F](#) [G.L. c.30, § 39R](#), [G.L. c.149, § 27C](#), [G.L. c.149, § 44C](#), [G.L. c.149, § 148B](#) and [G.L. c. 152, s. 25C](#).

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable [Massachusetts General Laws](#); the Official [Code of Massachusetts Regulations](#); [Code of Massachusetts Regulations](#) (unofficial); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements, Including Human and Social Services); [815 CMR 2.00](#) (Grants and Subsidies); [808 CMR 1.00](#) (Compliance, Reporting and Auditing for Human And Social Services); [AICPA Standards](#); confidentiality of Department records under [G.L. c. 66A](#); and the [Massachusetts Constitution Article XVIII](#) if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth [Bill Paying Policy](#). Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to [G.L. c. 29 § 26](#), [§ 27](#) and [§ 29](#), Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by [G.L. c. 29, § 9C](#). A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to [G.L. c. 7A, s. 3](#) and [815 CMR 9.00](#). Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with [Federal tax laws](#); [state tax laws](#) including but not limited to [G.L. c. 62C](#), [G.L. c. 62C, s. 49A](#); compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under [G.L. c. 62E](#), withholding and remitting [child support](#) including [G.L. c. 119A, s. 12](#); [TIR 05-11](#); [New Independent Contractor Provisions](#) and applicable [TIRs](#).

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the

Department in writing **at least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including [31 USC 1352](#); [other federal requirements](#); [Executive Order 11246](#); [Air Pollution Act](#); [Federal Water Pollution Control Act](#) and [Federal Employment Laws](#).

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [G.L. c. 93H](#) and [c. 66A](#) and [Executive Order 504](#). The Contractor is required to comply with [G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) [Information Technology Division \(ITD\) Protection of Sensitive Information](#), provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the [Payment Card Industry Council Standards](#) and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to [G.L. c. 214, s. 3B](#).

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the [Secretary of the Commonwealth](#), the [Office of the Attorney General](#) or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and [federal employment laws](#) or regulations, including but not limited to [G.L. c. 5, s. 1](#) (Prevailing Wages for Printing and Distribution of Public Documents); [G.L. c. 7, s. 22](#) (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); [minimum wages and prevailing wage programs and payments](#); [unemployment insurance](#) and contributions; [workers' compensation and insurance](#), [child labor laws](#), [AGO fair labor practices](#); [G.L. c. 149](#) (Labor and Industries); [G.L. c. 150A](#) (Labor Relations); [G.L. c. 151](#) and [455 CMR 2.00](#) (Minimum Fair Wages); [G.L. c. 151A](#) (Employment and Training); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); [G.L. c. 152](#) (Workers' Compensation); [G.L. c.153](#) (Liability for Injuries); [29 USC c. 8](#) (Federal Fair Labor Standards); [29 USC c. 28](#) and the [Federal Family and Medical Leave Act](#).

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the [Federal Equal Employment Opportunity \(EEO\) Laws](#) the [Americans with Disabilities Act](#); [42 U.S.C. Sec. 12,101, et seq.](#), the [Rehabilitation Act](#); [29 USC c. 16, s. 794](#); [29 USC c. 16, s. 701](#); [29 USC c. 14, 623](#); the [42 USC c. 45](#); (Federal Fair Housing Act); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [G.L. c. 272, s. 92A](#); [G.L. c. 272, s. 98](#) and 98A, [Massachusetts Constitution Article CXIV](#) and [G.L. c. 93, s. 103](#); [47 USC c. 5, sc. II, Part II, s. 255](#) (Telecommunication Act); Chapter 149, [Section 105D](#), [G.L. c. 151C](#), [G.L. c. 272, Section 92A](#), [Section 98](#) and [Section 98A](#), and [G.L. c. 111, Section 199A](#), and [Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities](#), and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also [MCAD](#) and [MCAD links and Resources](#).

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to [Executive Order 523](#), if qualified through the SBPP COMMBUYS subscription process at: [www.commbuys.com](#) and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The [Information Technology Mandatory Specifications](#) and the [IT Acquisition Accessibility Contract Language](#) are incorporated by reference into Information Technology

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Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the [Expenditure Classification Handbook](#) or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to [G.L. c. 7 s. 22C](#) for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to [G.L. Chapter 29, s. 29A](#)). Contractors must make required disclosures as part of the RFR Response or using the [Consultant Contractor Mandatory Submission Form](#).

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to [G.L. c. 30, s. 65](#), and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors. .

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable [Executive Orders](#) (see also [Massachusetts Executive Orders](#)), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. [Prohibiting the Use of Undocumented Workers on State Contracts.](#)

For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. [Anti-Boycott.](#) The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter

defined, participates in or cooperates with an international boycott (See [IRC § 999\(b\)\(3\)-\(4\)](#), and [IRS Audit Guidelines Boycotts](#)) or engages in conduct declared to be unlawful by [G.L. c. 151E, s. 2](#). A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. [Hiring of State Employees By State Contractors](#) Contractor certifies compliance with both the conflict of interest law [G.L. c. 268A specifically s. 5 \(f\)](#) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. [Disclosure of Family Relationships With Other State Employees.](#)

Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. [Regarding the Security and Confidentiality of Personal Information.](#)

For all Contracts involving the Contractor's access to personal information, as defined in [G.L. c. 93H](#), and personal data, as defined in [G.L. c. 66A](#), owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth [Information Technology Division's Security Policies](#). Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "[Security Policies](#)"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"); (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the [Commonwealth's Terms and Conditions](#), withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under [G.L. c. 214, § 3B](#) for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes [Executive Order 478](#)). [Executive Order 524](#) (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). [Executive Order 523](#) (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in

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discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. ***Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.*** Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. Contractor Payment Mechanism. All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure

any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. Confidentiality. The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention, Inspection Of Records. The Contractor shall 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 (7) 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. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. Assignment. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.



COMMONWEALTH TERMS AND CONDITIONS

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The

Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent

permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____
(signature)

Print Name: _____

Title: _____

Date: _____

(Check One): _____ Organization _____ Individual

Full Legal Organization or Individual Name: _____

Doing Business As: Name (If Different): _____

Tax Identification Number: _____

Address: _____

Telephone: _____ FAX: _____

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: ***Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108*** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

Request for Taxpayer Identification Number and Certification

Completed form should be
given to the requesting
department or the department
you are currently doing
business with.

Please print or type

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See **Specific Instruction** on page 2)

Business name, if different from above. (See **Specific Instruction** on page 2)

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ►

Legal Address: number, street, and apt. or suite no.

Remittance Address: if different from legal address number, street, and apt. or suite no.

City, state and ZIP code

City, state and ZIP code

Phone # ()

Fax # ()

Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Social security number

□□□-□□-□□□□

OR

Employer identification number

□□-□□□□□□

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS

□□□□□□□□

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
- I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
- I am an U.S. person (including an U.S. resident alien).
- I am currently a Commonwealth of Massachusetts's state employee: (check one): No ☐ Yes ☐ If yes, **in compliance with** the State Ethics Commission **requirements**.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

**Sign
Here**

Authorized Signature ►

Date ►

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain

conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions on page 2.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Part I - Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an **LLC** that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

Note: See the chart on this page for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site www.irs.gov.

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments.

The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Part II - Certification

To establish to the paying agent that your TIN is correct or you are a U.S. person, or resident alien, sign Form W-9.

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

Dunn and Bradstreet Universal Numbering System (DUNS) number requirement -

The United States Office of Management and Budget (OMB) requires all vendors that receive federal grant funds have their DUNS number recorded with and subsequently reported to the granting agency. If a contractor has multiple DUNS numbers the contractor should provide the primary number listed with the Federal government's Central Contractor Registration (CCR) at www.ccr.gov. Any entity that does not have a DUNS number can apply for one on-line at www.DNB.com under the DNB D-U-N Number Tab.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold a designated percentage, currently 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number to Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹ The minor ²
3. Custodian account of a minor (Uniform Gift to Minors Act)	The grantor-trustee ¹
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

If you have questions on completing this form, please contact the Office of the State Comptroller. (617) 973-2468.

Upon completion of this form, please send it to the Commonwealth of Massachusetts Department you are doing business with.



591 Springs Road
Bedford, MA 01730

Return To Vendor

Vendor Name/Address:

Internal Use Only

Date:	Purchase Order:
Vendor Authorization No:	Vendor Contact Person:
How Returned:	Shipping Charges: <input type="checkbox"/> Prepaid <input type="checkbox"/> Collect

Quantity Returned	PO Line#	Stock Number	Description	Unit Price	Total Amount

Reason for Return	Action Requested	SUB-TOTAL	
<input type="checkbox"/> Damaged	<input type="checkbox"/> Repair and Return @ No Charge	TAX	
<input type="checkbox"/> Duplicate Item	<input type="checkbox"/> Repair and Bill	Handling/Shipping Charges	
<input type="checkbox"/> Incorrect Item	<input type="checkbox"/> Replace @ No Charge	TOTAL	
<input type="checkbox"/> Repair & Return	<input type="checkbox"/> Issue Full Credit		
<input type="checkbox"/> Issuing Credit – Do not Return	<input type="checkbox"/> Other: _____		
<input type="checkbox"/> Other: _____			

Purchasing Department Use Only

Banner Return Code: _____

PO Lines Corrected Date: _____

Instructions for Returns

Cost Centers returning items to a vendor, for any reason, must do the following:

1. Contact the Vendor Immediately.
2. Complete the Return to Vendor form (internal use only) and email to the Purchasing Department at purchasing@middlesex.mass.edu or fax to 781-280-3533.
3. Attach a copy of the Return to Vendor Form to the item being return for the Receiving Department. Receiving will not return goods without a completed form.
4. A copy of the Return to Vendor Form should be kept in Cost Center file for you records.

Completing the information in a timely manner will ensure appropriate adjustments are made to the Purchase Order by the Purchasing Department so receiving of the replacements can be properly entered.



Middlesex Community College Sole Source Justification Form

Any purchase or service \$10,000 or greater that has not been competitively bid must document a reasonable investigation that there is only one practicable source for the supply or service.

Contract Amount: \$	Date:
MCC Department:	Staff Name:
Name of Vendor:	
1. Describe the unique features that make this product or service available only from this supplier?	
2. Describe why the unique features are required.	
3. Describe the efforts that you have taken to identify other sources to furnish the required service.	
4. Describe steps taken to assure the vendors rates are reasonable and in line with the current market pricing for the specified service.	
<div style="display: flex; justify-content: space-between;"> Immediate Supervisor: Provost or CFO: </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between;"> Signature Date </div> </div> <div style="width: 45%;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between;"> Signature Date </div> </div> </div>	
Director of Procurement: <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="text-align: center;">Signature</div> </div> <div style="width: 45%;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="text-align: center;">Date</div> </div> </div>	