

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS



Department of Agricultural Resources

100 Cambridge Street, 9<sup>th</sup> Floor, Boston, MA 02114  
617-626-1700 fax: 617-626-1850 [www.mass.gov/agr](http://www.mass.gov/agr)



Maura T. Healey  
GOVERNOR

Kimberley Driscoll  
LIEUTENANT  
GOVERNOR

Rebecca L. Tepper  
SECRETARY

Ashley E. Randle  
COMMISSIONER

Date: \_\_\_\_\_

Re: FY26 MDAR Legislative Earmark Contract Award Letter

Dear Contract Manager:

In order to implement your awarded contract, I am attaching the documents required by MDAR, the Operation Services Division (OSD), and the Office of the Comptroller of MA.

Please have your authorized signatory review & complete all portions of the enclosed Contract Package and return (email preferred) the entire file or the highlighted document pages to the address below. See the next page for approved signature options. MDAR staff will countersign and send you a copy for your records and Effective Date.

#	Document Name	Included	Signature Needed	Notes
1	Award Notification Letter	X	No	This letter
2	<b>Commonwealth Standard Contract Form</b>	X	<b>Ink/Wet or Digital</b>	<b>Sign &amp; Date Page 1</b>
3	<b>Contractor Authorized Signatory Listing</b> <i>See the instruction page for the form applies to your organization.</i>	X	<b>Ink/Wet or Digital</b>	<b>V1- Sole Proprietor</b> - Requires Notarization and returned as a separate attachment. <b>OR</b> <b>V2- Corporations</b> - can be completed without Notarization.
4	<b>W9- Tax Identification Form</b>	X	<b>Ink/Wet or Digital</b>	<b>Complete and Sign</b>
5	<b>EFT Electronic Funds Transfer Form</b>	X	<b>Ink/Wet Digital</b>	<b>Complete and Sign and send a Voided Check or Bank letter as a separate attachment</b>
6	Instructions- Standard Contract Form, Contractor Certifications & Commonwealth Terms and Conditions	X	No	Copies for your Reference & Agreed Terms
7	Scope of Services	X	No	Copies for your Reference & Agreed Terms
8	Budget and Invoice Schedule	X	No	Copies for your Reference & Agreed Terms
9	Contractor's Proposal	X	No	Copies for your Reference & Agreed Terms

Sincerely,

Leah Luong  
Grants Accountant  
[Leah.Luong@mass.gov](mailto:Leah.Luong@mass.gov)

**Electronic documents are preferred.**

**Please utilize Adobe Signature or other and return this entire file OR Print, Scan, and Email completed highlighted documents to:**

[Leah.Luong@mass.gov](mailto:Leah.Luong@mass.gov)

OR- Mail original Wet/Ink Signed Highlighted forms to the Cambridge St. address above.

## **Signature Requirements:**

*CTR will accept signatures executed by an authorized signatory in any of the following ways:*

1. Traditional “wet signature” (ink on paper) and mailed or scanned electronically;
2. Electronic signature that is either:
  - a. Electronic signatures affixed using a digital tool such as Adobe Sign or DocuSign. If using an electronic signature, the signature must be visible and must be accompanied by a signature date.

**Accepted**



**Not Accepted**



Typed text of a name, even in computer-generated cursive script, or an electronic symbol, are **NOT** acceptable forms of electronic signature.

- b. Hand drawn using a mouse or finger if working from a touch screen device; **or**
- c. An uploaded picture of the signatory's hand-drawn signature

**Accepted**



## EXHIBIT 1

### Contents of Agreement

Signature Required Forms: Standard Contract Form  
Contractor Authorized Signatory Listing  
W-9 Form  
Electronic Funds Transfer Form (EFT)

Included for Reference &  
Agreed Terms: Instructions- Standard Contract Form, Contractor Certifications &  
Commonwealth Terms and Conditions

ATTACHMENT A. Scope of Services  
ATTACHMENT B. Budget & Invoice Schedule  
ATTACHMENT C. Contractor's Proposal

# COMMONWEALTH OF MASSACHUSETTS | STANDARD CONTRACT FORM

This form is jointly issued and published by the Office of the Comptroller, the Executive Office for Administration and Finance, and the Operational Services Division as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access forms at [macomptroller.org/forms](http://macomptroller.org/forms) or [mass.gov/lists/osd-forms](http://mass.gov/lists/osd-forms).



CONTRACTOR INFORMATION		COMMONWEALTH INFORMATION					
Contractor <u>Legal</u> Name: _____ and d/b/a: _____		Department _____ MMARS Code _____					
Legal Address As entered on Form W-9 or Form W-4		Business Mailing Address _____ Billing Address If Different _____					
Contract Manager Name		Contractor Manager Name					
Phone	Email	Fax	Phone Email Fax				
Vendor Code VC		MMARS Doc ID(s)					
Vendor Code Address ID AD _____ e.g. "AD001". The Address ID must be set up for Electronic Funds Transfer (EFT) payments.		RFR/Procurement or Other ID Number					
NEW CONTRACT				CONTRACT AMENDMENT			
<b>Procurement or Exception Type (Check one option only)</b> <input checked="" type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated department.) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, and budget.) <input type="checkbox"/> <b>Department Procurement</b> - Includes all Grants <a href="#">815 CMR 2.00</a> . (Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, and budget.) <input type="checkbox"/> <b>Contract Employee</b> (Attach Employee Status Form, scope, and budget.) <input type="checkbox"/> <b>Interim Contract with new Contractor</b> (Attach justification for Interim Contract and updated scope/budget.) <input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and budget.)				<b>Current Contract End Date</b> <b>PRIOR to Amendment</b> _____ <b>Amendment Amount \$</b> <b>Or Enter "No Change"</b> <b>Amendment Type (Check one option only. Attach details of amendment changes.)</b> <input type="checkbox"/> <b>Amendment to Date, Scope, or Budget</b> (Attach updated scope and budget.) <input type="checkbox"/> <b>Interim Contract with Current Contractor</b> (Attach justification for Interim Contract and updated scope/budget.) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget.) <input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language/justification and updated scope/budget.)			
TERMS AND CONDITIONS							
The Standard Contract Form Instructions and Contractor Certifications and the following document are incorporated by reference into this Contract and are legally binding (Check ONE option): <input type="checkbox"/> <a href="#">Commonwealth Terms and Conditions</a> <input type="checkbox"/> <a href="#">Commonwealth Terms and Conditions for Human and Social Services</a> <input type="checkbox"/> <a href="#">Commonwealth IT Terms and Conditions</a>							
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 <a href="#">815 CMR 9.00</a> .							
<input type="checkbox"/> <b>Rate Contract</b> (No Maximum Obligation). (Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <b>Maximum Obligation Contract</b> 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 Electronic Funds Transfer (EFT) 45 days from invoice receipt. See <a href="#">Prompt Pay Discounts Policy</a> .							
Contractors requesting <b>accelerated</b> payments must identify a PPD as follows: Payment issued within: 10 days % PPD. 15 days % PPD. 20 days % PPD. 30 days % PPD.							
If PPD percentages are left blank, identify reason: <input type="checkbox"/> <b>Statutory/legal</b> <input type="checkbox"/> <b>Ready Payments (M.G.L. c. 29, § 23A)</b> <input type="checkbox"/> <b>Agree to standard 45-day cycle</b> <input type="checkbox"/> <b>Only initial payment</b>							
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.							
SUPPLIER DIVERSITY PROGRAM (SDP) PLAN							
Does the Supplier Diversity Program apply? <input type="checkbox"/> <b>YES</b> If YES, the Contractor's annual SDP commitment for this Contract is _____ % <input type="checkbox"/> <b>NO</b> If NO, and the department is an Executive Department, enter the appropriate exemption: _____							
ANTICIPATED START DATE (Complete ONE option only.)							
The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:							
<ol style="list-style-type: none"> <li>1. may be incurred as of the <u>EFFECTIVE DATE</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date.</li> <li>2. may be incurred as of, _____, 20_____, a date <u>LATER</u> than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date.</li> <li>3. were incurred as of, _____, 20_____, a date <u>PRIOR</u> 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.</li> </ol>							
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 <b>"Effective Date"</b> of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <a href="#">801 CMR 21.07</a> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.							
AUTHORIZING SIGNATURE FOR THE CONTRACTOR				AUTHORIZING SIGNATURE FOR THE COMMONWEALTH			
Signature and date must be captured at time of signature.				Signature and date must be captured at time of signature.			
Signature		Date		Signature		Date	
Print Name		Print Title		Print Name		Print Title	

## **CONTRACTOR AUTHORIZED SIGNATORY LISTING (CASL) Form Instructions**

The CASL Form is **REQUIRED** and used to validate authorized signatories to protect vendors and the Commonwealth from fraud. All Contractors must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. The CASL Form serves two important purposes:

1. To meet contract and payment legal requirements. Departments must identify “authorized signatories,” who are the individuals who are legally authorized to sign contracts, amendments, and other legal documents under a contract, such as the Standard Contract form, IRS Tax Form (W-9), banking and payment forms (Electronic Funds Transfer Agreement Form), statements of work (SOW) and contract amendments.
  2. Fraud prevention. The CASL Form is a tool to protect both vendors and the Commonwealth from fraud. Fraudsters continue to attempt to misdirect payments by submitting fraudulent invoices or banking changes to misdirect funds to the fraudster’s account.

The Contractor Authorized Signatory List (CASL) is now **two** different form options based on the vendor's IRS Form W-9 tax classification. **You must complete ONE of the following Forms:**

1. **CASL Form for Sole Proprietors, V1**, which requires a wet signature and a Notary Certification,  
**OR**
  2. **CASL Form for Corporations, V2**, which requires the signature (wet or electronic) of each authorized signatory.

The CASL form you must complete is determined by your Form W-9 tax classification in sec.3

<p><b>Form W-9</b>            (Revised April 2022)            Massachusetts            Substitute Form W-3</p>	<p><b>Request for Taxpayer            Identification Number and Certification</b></p>	<p>Give this Form to the            requestor or the            department you are doing            business with.</p>
<p>► <a href="http://maccontroller.org/wp-content/uploads/instructions_w-9.pdf">Online instructions at: maccontroller.org/wp-content/uploads/instructions_w-9.pdf</a></p>		
<p>1 Business name/Taxpayer (as shown on your income tax return). Name is required on this line, do not leave this line blank.</p>		
<p>2 Business name/disregarded entity name/dba, if different from above.</p>		
<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1.            Check only one of the following seven boxes.</p>		
<p><input type="checkbox"/> <b>V1</b> Individual/sole proprietor   <input type="checkbox"/> <b>V2</b> Corporation   <input type="checkbox"/> <b>V2</b> S Corporation   <input type="checkbox"/> <b>V2</b> Partnership   <input type="checkbox"/> <b>V2</b> Trust/estate  <input type="checkbox"/> or single-member LLC</p>		
<p><input type="checkbox"/> <b>V2</b> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership ► _____).</p>		
<p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p>		
<p><input type="checkbox"/> <b>V2</b> Other (see instructions) ► _____</p>		
<p>5 Legal Address (number, street, and apt. or suite no.) See instructions.</p>		
<p>6 City, state, and ZIP code</p>		
<p>7 Remittance Address (if different from Legal Address)</p>		
<p>Requester's name and address (optional)</p>		<p>Print or type.  <b>See Specific Instructions on page 3.</b></p>
<p>Exempt payee code (if any):  <input type="text"/></p>		
<p>Exemption from FATCA reporting code (if any):  <input type="text"/></p>		
<p>(Applies to accounts maintained outside the U.S.)</p>		

**Complete V1-** If you check the first box, Individual/Sole Proprietor or Single-Member LLC (must be Notarized). **Return this form as a separate attachment (scanned or hard copy) with the rest of the required documents.**

OR

**Complete V2-** If you check any other box, Corporation (C or S), Partnership, Trust/Estate, Limited-Liability-Company, or Other. This can be completed and returned electronically.



# Commonwealth of Massachusetts

## CONTRACTOR AUTHORIZED SIGNATORY FORM **v1**

This form is jointly issued and published by the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default form for all Commonwealth Departments when another form is not prescribed by regulation or policy.

**Notarized Signature for: INDIVIDUAL, SOLE-PROPRIETOR or SINGLE-MEMBER-LLC**  
(must match Form W-9 tax classification)

<b>Contractor Legal Name</b> (must match Form W-9) City of Somerville	<b>Contractor Vendor/Customer Code</b> (VC+ 10 digits) (if available, not the Taxpayer Identification Number or Social Security Number) VC:6000192138
--	---

**INSTRUCTIONS:** Any Contractor, individual, sole-proprietor, or single -member LLC must provide a notarized signature of the authorized person who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf.

For privacy purposes, **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards, or any other personally identifiable information that you do not want to be released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

<b>Contractor Signature (ink on paper ONLY)- no electronic versions</b> Contractor Signature as it will appear on contract or other documents (Complete only in the presence of a notary)	
<b>X:</b>	
<b>Print Signatory's full legal name</b>	<b>Title</b>

<b>Certificate of Acknowledgement of Notary Public</b>	
Before me, the undersigned notary public, the above-named individual proved to me, through satisfactory evidence of identification, to be the person whose name is signed above and acknowledged to me that (he)/(she) signed for its stated purpose.	
<b>Print Notary Name:</b>	<b>Notary Signature</b> (ink on paper only, no electronic versions): <b>X:</b>
<b>Date:</b>	<b>My commission expires on:</b>

**AFFIX NOTARY SEAL/STAMP HERE**

**A copy of this document must be attached to the "record copy" of a contract filed with the department.**



# Commonwealth of Massachusetts

## CONTRACTOR AUTHORIZED SIGNATORY LISTING **v2**

This form is jointly issued and published by the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default form for all Commonwealth Departments when another form is not prescribed by regulation or policy.

**Signature for: CORPORATION (C or S), PARTNERSHIP, TRUST/ESTATE, LOCAL GOVERNMENT ENTITY or LIMITED-LIABILITY-COMPANY** (must match Form W-9 tax classification in sec.3)

<b>Contractor Legal Name</b> (must match Form W9)	<b>Contractor Vendor/Customer Code</b> (VC+10 digits) (If available, not the Taxpayer Identification Number or Social Security Number) <b>VC:</b>
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**INSTRUCTIONS:** Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

For privacy purposes DO NOT ATTACH any documentation containing personal information, such as bank account numbers, Social Security Numbers, driver's licenses, home addresses, Social Security cards, or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

There are three types of electronic signatures that will be accepted on this form: 1) Traditional "wet signature" (ink on paper); 2) Electronic signature that is either: a. hand drawn using a mouse or finger if working from a touch screen device; or b. An upload picture of the signatory's hand drawn signature; 3) Electronic signature affixed using a digital tool such as Adobe Sign or DocuSign. Typed text of a name not generated by a digital tool, computer generated cursive, or an electronic symbol are not acceptable forms of electronic signature.

Authorized Signatory Name	Signature (As it will appear on contract or other documents)	Title	Phone Number	Email Address

**Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.**

I certify that I am a responsible authorized officer of the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

**Please note: You cannot self-certify your own signature as a single signer listed above.**

Signature	Date
Print Name	Phone Number
Title	Email Address

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

**W-9**

Form  
(Rev. March 2024)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.  
See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
<b>CITY OF SOMERVILLE</b>	
2 Business name/disregarded entity name, if different from above.	
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.	
<input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) <small>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</small>	
<input checked="" type="checkbox"/> Other (see instructions) <b>GOVERNMENT (MUNICIPALITY)</b>	
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions	
5 Address (number, street, and apt. or suite no.). See instructions.	
93 HIGHLAND AVE	
6 City, state, and ZIP code	
SOMERVILLE, MA 02143	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number						
<input type="text"/>	<input type="text"/>	<input type="text"/> - <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Employer identification number									
0	4	-	6	0	0	1	4	1	4

## 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 Service (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 a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	<i>Rian M Gallagher, Non</i>	Date	<i>1/21/20</i>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



# OFFICE OF THE COMPTROLLER

## ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION AGREEMENT FORM

Complete this form to enroll, modify, or terminate an existing Electronic Funds Transfer (EFT) agreement with the Commonwealth of Massachusetts departments.

Complete

<b>Part I: Reason for Submission</b>			See Instructions on Page 3
<input type="checkbox"/> New / Existing Enrollment <input type="checkbox"/> Change Enrollment <input type="checkbox"/> Cancel Enrollment			
Document Included (Optional, but Preferred)			
<input type="checkbox"/> Voided Check <input type="checkbox"/> Bank Letter			
<b>Part II: Account Holder Information</b>			See Instructions on Page 3
Account Holder			
Legal Name:			
dba Name:			
If different from above			
Legal Address: Number, Street, Apartment/Suite Number			
City		State	Zip Code
<input type="checkbox"/> Account Holder <input type="checkbox"/> Tax Identification Number: 9 digits		<input type="checkbox"/> Employer Identification Number (EIN)	<input type="checkbox"/> or <input type="checkbox"/> Social Security Number (SSN)
<b>Part III: Financial Institution Information</b>			
See Instructions on Page 3			
Financial Institution Name:			
Routing Number Only 9 digits		Account Number	Account Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings
<b>If this is an Enrollment Modification, you must include your old financial institution information or your request will be returned.</b>			
Old Financial Institution Name:			
Old Routing Number: Only 9 digits		Old Account Number:	Old Account Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings
<b>Part IV: Vendor/Customer Information</b>			See Instructions on Page 3
This is the person we will contact for any questions regarding this EFT Authorization			
Contact Person's Name:		Contact Person's Title:	
Contact Person's Phone:		Contact Person's Email:	

Complete Page 2

This completed form should be submitted to the requesting department or  
the department you are currently doing business with.  
(Revised November 2023)



# OFFICE OF THE COMPTROLLER

## ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION AGREEMENT FORM

Complete

### Part V: Authorization

See Instructions on Page 3

By signing below, I hereby certify that the account(s) indicated on this form is under my direct control and access; therefore, I authorize the State Treasurer as fiscal agent for the Commonwealth of Massachusetts to initiate, change, or cancel credit entries to the account(s) as indicated on this form.

For ACH debits consistent with the International ACH Transaction (IAT) rules **check one**:

I affirm that payments authorized by this agreement are not to an account that is subject to being transferred to a foreign bank account.

I affirm that payments authorized by this agreement are to an account that is subject to being transferred to a foreign bank account.

This authority is to remain in full force and effect until the Office of Comptroller (CTR) has received written notification from either me or an authorized officer of the organization of the account's termination in such time and in such a manner as to afford CTR a reasonable opportunity to act upon it.

Account Holder Authorized Signature:	Print Name:
Title:	Date: xx-xx-xxxx

### Part VI: Verification from the Commonwealth. **Department to Complete.**

See Instructions on Page 3

I hereby certify the Vendor/Customer is an authorized signatory and verified by internal records and verbal confirmation initiated by our department.

VCC/VCM Document ID:	Three letter Department Code: <b>AGR</b>
Department's Signature:	Department's Printed Name:
Department's Title:	Department's Phone Number:
Date: xx-xx-xxxx	

This completed form should be submitted to the requesting department or  
the department you are currently doing business with.  
(Revised November 2023)



# OFFICE OF THE COMPTROLLER

## ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION AGREEMENT FORM

### INSTRUCTIONS

All EFT requests are subject to a 5 (five) day pre-certification period in which all accounts are verified by the qualifying financial institution before any direct deposits are made.

#### Part I: Reason for Submission

Indicate your reason for completing this form by checking the appropriate box: New EFT enrollment, a change to your EFT enrollment account information, or cancellation of your EFT enrollment. The Commonwealth of Massachusetts reserves the right to request additional documentation such as Voided Check as verification of account ownership.

#### Part II: Account Holder Information

- **Account Holder Name:** Enter the accounts holder legal name (individual or business name), as reported to the Internal Revenue Service (IRS).
- **d/b/a Name:** Enter the d/b/a name if applicable.
- **Street Address:** Enter the account holder's street address. Enter the account holder's city, state, and zip code.
- **Account Holder Tax Identification Number:** Enter the tax identification number as reported to the IRS. If the business is a group, organization or corporation, provide the Federal employer identification number (EIN). If enrolling as an individual provide your Social Security Number.

#### Part III: Financial Institution Information

- **Financial Institution Name:** Enter your Financial Institution's name (this is the name of the bank or qualifying depository that will receive the funds). **NOTE:** The account name to which EFT payments will be paid is to the name submitted on Part II of this form.
- **Routing Number:** Enter the bank or financial institutional nine-digit routing number, including applicable leading zeros.
- **Account Number:** Enter the account holder's account number with the financial institution, including applicable leading zeros.
- **Account Type:** Select the account type (Checking or Savings).
- **Old Financial Institution Name:** Enter your Old Financial Institution's name (this is the name of the bank or qualifying depository that has been receiving the funds).
- **Old Routing Number:** Enter the old bank or financial institutional nine-digit routing number, including applicable leading zeros.
- **Old Account Number:** Enter the old account holder's account number with the financial institution, including applicable leading zeros.
- **Account Type:** Enter the old account type (Checking or Savings).

NOTE: Supporting bank documents must be in the account holder legal name only.

#### Part IV: Contact Information

- Enter the name, title, telephone number, and email address of a contact person who can answer questions about the information submitted on this EFT Authorization Form.

#### Part V: Authorization

- By your signature on this form, you are certifying that the account is drawn in the Name of an Individual, or the Legal Business Name of the person or entity who has sole control of the account to which EFT deposits are made.
- The EFT authorization form must be signed and dated by the same account holder name in Part II and include a title and telephone number.
- Submit this form electronically, or mail it with the original signature in black or blue ink to the Commonwealth of Massachusetts Department that you are doing business with.

#### Part VI: Verification from the Commonwealth Department

By your signature on this form, you are certifying that authentication of the vendor/customer's authorized signatory was conducted by review of the Contractor Signatory Authorization Form (CASL) or by another internal verification process, and additional verification was conducted to confirm banking or address change request. Departments should have multiple known vendor contacts to confirm any registration change.

This completed form should be submitted to the requesting department or  
the department you are currently doing business with.  
(Revised November 2023)

**ADDITIONAL ATTACHMENT**

Electronic Funds Transfer Form (EFT)

For additional accuracy of account information, Vendors should include one of the following for verification:

- include a scanned copy of a voided check (**e-signing**)
- include an original copy of a voided check (**submitting hard copy**)
- Confirmation of account information on a bank letterhead; bank letter (**scan and send as a separate attachment if emailing, or include with other documents if submitting hard copy**).





## INSTRUCTIONS

The following Instructions, Contractor Certifications and the applicable Commonwealth Terms and Conditions are incorporated by reference into an executed Standard Contract Form. Instructions are provided to assist with completion of the Standard Contract Form. Additional terms are incorporated by reference. Links to legal citations are to unofficial versions and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. 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 Form W-9 or Form W-4 (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 Form W-9 or Form W-4 (Contract Employees only) which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for a 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 Email Address/Phone/Fax

Enter the email 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 email 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 Form 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 Electronic Funds Transfer (EFT) payments PRIOR to the first payment under the Contract in accordance with the [Bill Payments](#) and [Vendor/Customer File and Form 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 email 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, confirmation of delivery or 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 Email Address/Phone/Fax

Enter the email 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 e-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 Document 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 or tracking number for this Contract or Amendment which 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, or to enter into an Interim Contract with a new Contractor when a current Contractor is unable to complete full performance under a Contract. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, to enter into an Interim Contract with a current Contractor, 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 the Office of the Comptroller Guidance for Vendors Policies (State Finance Law and General Requirements, Acquisition Policy and Fixed Assets) and the Operational Services Division Conducting Best Value Procurements Handbook for details.

#### **Statewide Contract (OSD or an OSD-designated Department)**

Check this option for a Statewide Contract under the Operational Services Division (OSD), or by an OSD-designated Department.

#### **Collective Purchase approved by OSD**

Check this option for Contracts approved by the Operational Services Division (OSD) for collective purchases through federal, state, or local government or other entities.

#### **Department Procurement**

Check this option for a Department contract 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 this is a multi-Department user Contract, state that multi-Department use is allowable in the section labeled "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, the provision of necessary or mandated services, or where 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.

#### **Interim Contracts**

Check this option for an Interim Contract with a new Contractor whenever an existing Contract has been or will be terminated or suspended for any reason or whenever a current Contractor is unable to complete full performance under a Contract. An Interim Contract may be offered to the bidder that offered the next Best Value response under the original procurement and under the same terms and prices offered in that bidder's original response. The duration of an Interim Contract shall be limited to the remaining time available under the duration stated in the original RFR, including any options to renew. If the Department is unable to negotiate a Contract with any of the original bidders who submitted responses, in their original rank order according to Best Value, and under the same terms as offered in their original response, the Department will be required to conduct a new competitive procurement.

#### **Other Procurement Exception**

Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract, an existing legal obligation, a prohibition or other circumstance that 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; 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 or amended or to enter into an Interim Contract with a current Contractor when a new procurement will not be completed prior to the expiration of the current Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract Document 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 there is no change.

### **Amendment Type**

Identify the type of Amendment being made. Documentation supporting the updates to performance and budget must be attached.

### **Amendment to Date, Scope or Budget**

Check this option when renewing a Contract or executing an 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 with a current Contractor when a new competitive procurement has been commenced, but due to an unanticipated delay, has not been completed prior to the end of the duration available under the current Contract, as specified in that Contract's original RFR. An Interim Contract may be used to extend the current Contract under the same terms and conditions only for the period necessary to complete the competitive procurement, including the execution of new Contracts.

### **Contract Employee**

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

### **Other Procurement Exception**

Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract; an existing legal obligation; a prohibition or other circumstance that 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. Attach Supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

## **COMMONWEALTH TERMS AND CONDITIONS**

Identify which version of the Commonwealth Terms and Conditions is incorporated by reference into this Contract: the [Commonwealth Terms and Conditions](#), the [Commonwealth IT Terms and Conditions](#), or the [Commonwealth Terms and Conditions for Human and Social Services](#). The [Expenditure Classification Handbook](#) identifies the applicable Commonwealth Terms and Conditions based upon the object code for the contract.

## **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 decrease to the Maximum Obligation. 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.

## **PROMPT PAY DISCOUNTS**

Payments are processed within a 45-day payment cycle through Electronic Funds Transfer (EFT), in accordance with the Commonwealth [Bill Payments 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 payment is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under [M.G.L. c. 29, § 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 ([M.G.L. c. 29, § 23A](#)), or only an initial accelerated payment for reimbursements or startup 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 Payments Policy](#). Any accelerated payment that does not provide for a PPD must have a legal justification in the 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 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. "FY2025" or "FY2025-27"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access the 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.

## **SUPPLIER DIVERSITY PROGRAM (SDP) PLAN**

Check "YES" if the contract is subject to the requirements of the Supplier Diversity Program (SDP) as described in the [Diverse and Small Business Program Policies for Goods and Services Procurements](#) (and, as applicable, the [SDP Policy for Purchase of Service \(POS\) Procurements and Contracts Policy Overview](#)). Also check "YES" if the contracting department has voluntarily included SDP terms in the procurement. Generally, goods and services contracts with an estimated annual value of \$250,000 or more, averaged over the life of the contract, executed by Executive Departments as defined by [M.G.L. c. 6A, § 2](#), are subject to these policies. Check "NO" if the contract is not subject to these policies and no SDP terms were included voluntarily. If YES, enter the Contractor's annual SDP commitment. This commitment is a percentage of sales from the resulting contract to be spent with Certified Partner(s), which must be at least 1%. If the contract will be for the purchase of human and social services (referred to as Purchase of Service or POS) covering a variety of client health care, medical, and non-health care services, then enter the dollar amount commitment for the organization. If NO, and the Department is an Executive Department, enter the appropriate exemption from the "Procurements and Contracts Exempt from this Policy" section of the [Diverse and Small Business Program Policies for Goods and Services Procurements](#) to explain why the SDP is not applicable to this contract.

## **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. "FY2025" or "FY2025-27") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no Fiscal Year is listed) or the later Fiscal Year start date (if a Fiscal Year 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 the fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations are incurred by the Contractor prior to the Effective Date, 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 the same encumbrance and object codes as the Contract payments. Performance dates are subject to [M.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 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 close out performance is subject to appropriation and funding limits under state finance law, and the Office of the Comptroller may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to [M.G.L. c. 4, § 9](#).

## **CONTRACTOR AUTHORIZED SIGNATORIES FOR EXECUTION**

See the Office of the Comptroller [Department Head Signature Authorization](#) and [Contractor Authorized Signatory Listing](#) Policies for guidance.

### **Authorizing Signature for Contractor/Date**

The Authorized Contractor Signatory must sign and enter the date the Contract is signed. See section above under "Anticipated Contract Start Date." **Rubber stamps are not acceptable.** 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. Proof of signature authorization on a **Contractor Authorized Signatory Listing** may be required by the Department if not already on file. See [Contract and ISA Execution after the COVID-19 State of Emergency](#).

### **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 sign and enter the date the Contract is signed. See section above under "Anticipated Start Date." **Rubber stamps are not acceptable.** 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**

Legibly enter Authorized Signatory's name and title.

## **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 that it is qualified and shall at all times remain qualified to perform this Contract, and that performance shall be timely and meet or exceed industry standards for the performance required, which includes 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.

### **Laws and Regulations Prohibiting Discrimination and Human Trafficking**

Contractors acknowledge and certify as a condition of this Contract that they are responsible for complying fully with all state and federal laws prohibiting discrimination, human trafficking, and forced labor, including but not limited to [M.G.L. c. 265 §§ 49-57](#).

### **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.

## **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, and 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 [M.G.L. c. 11, §12](#) for six (6) years beginning on the first day after the final payment under this Contract or such longer period as 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 cannot 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 CMR 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](#); [M.G.L. c. 29, § 29F](#); [M.G.L. c. 30, § 39R](#); [M.G.L. c. 149 §§ 27C, 44C](#) and [148B](#); and [M.G.L. c. 152, § 25C](#).

## **Applicable Laws**

The Contractor shall comply with all applicable state laws and regulations including, but not limited to, the 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 [M.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 Payments](#) 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 15 for performance made and received (goods delivered, services completed) prior to June 30, 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 15 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 an 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 of up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.**

## **Payments Subject To Appropriation**

Pursuant to [M.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 [M.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 [M.G.L. c. 7A, § 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: (1) tax compliance with federal tax laws; (2) tax compliance with state tax laws including, but not limited to, [M.G.L. c. 62C, § 49A](#), reporting of employees and contractors, withholding and remitting of tax withholdings and child support; and (3) Contractor is in good standing with respect to all state taxes and returns due, reporting of employees and contractors under [M.G.L. c. 62E](#), withholding and remitting child support including [M.G.L. c. 119A, § 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 or receivership within the last three calendar years which would negatively impact Contractor's ability to fulfill the terms of this Contract or Amendment. Contractor certifies that it will immediately notify the Department, in writing, of any 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 Commonwealth reserves the right to request additional information regarding the financial viability of the Contractor and its ability to perform. 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; Federal Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

## **Protection of Commonwealth Data, 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 [M.G.L. c. 93H](#) and [c. 66A](#) and other applicable state and federal privacy requirements. The Contractor shall comply with [M.G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information. The Contractor shall also ensure that any personal data or information transmitted electronically or through a portable device is properly encrypted using (at a minimum) the Commonwealth's "Cryptographic Management Standard" set forth in the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or a comparable Standard prescribed by the Department. Contractors with access to credit card or banking information of Commonwealth customers certify that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation of compliance during the Contract. 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, damages under [M.G.L. c. 214, § 3B](#).

For all Contracts involving the Contractor's access to personal information, as defined in [M.G.L. c. 93H](#), and personal data, as defined in [M.G.L. c. 66A](#), or access to Department systems containing such information or data, Contractor certifies under the pains and penalties of perjury that the Contractor: (1) has read [M.G.L. c. 93H](#) and [c. 66A](#) and agrees to protect any and all personal information and personal data; and (2) has reviewed all of the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or stricter standards prescribed by the Department. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all Departments, including all 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 any pertinent security guidelines, standards, and policies; (2) comply with the Enterprise Information Security Policies and Standards published by the Executive Office for Technology Services and Security (EOTSS), or a comparable set of policies and standards ("Information Security Policy") as prescribed by the Department; (3) communicate and enforce such security guidelines, standards, policies and the applicable Information Security Policy among 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 and data to which the Contractor is given access by the contracting Department 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 or personal data (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting Department if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting Department to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting Department 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, withholding of payments, Contract suspension, or termination, pursuant to the [Commonwealth's Terms and Conditions](#), the [Commonwealth IT Terms and Conditions](#), or the [Commonwealth Terms and Conditions for Human and Social Services](#). In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including, and without limitation, those imposed pursuant to [M.G.L. c. 93H](#) and under [M.G.L. c. 214, § 3B](#) for violations under [M.G.L.c. 66A](#).

## Corporate and Business Filings and Reports

The Contractor certifies compliance with all certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments related to its conduct of business in the Commonwealth, and with relevant requirements of its incorporating state (or foreign entity).

## Employer Requirements

Contractors that are employers certify compliance with applicable state and federal employment laws and regulations, including but not limited to prevailing wage laws at [M.G.L. c. 149, §§ 26-27D](#) (public construction work); [M.G.L. c. 149, § 27F](#) (use of trucks, vehicles and other equipment to perform public works functions); [M.G.L. c. 149, § 27G](#) (moving office furniture and fixtures); [M.G.L. c. 149, § 27H](#) (cleaning state office buildings or buildings leased by the state); [M.G.L. c. 6C, § 44](#) (MassDOT relocation of utilities or utility facility); [M.G.L. c. 7, § 22](#) (contracts for meat products and clothing and apparel); [M.G.L. c. 71, § 7A](#) (transportation of students to public schools); [Chapter 195 of the Acts of 2014](#) (MA Convention Center Authority security guard services); minimum wage and overtime law and regulations ([M.G.L. c. 151](#) and [454 CMR 27.00](#)); child labor laws ([M.G.L. c. 149, §§ 56-105](#)); all payment of wages, payroll and timekeeping records, earned sick time, meal breaks, domestic violence leave, temporary worker rights, domestic worker rights and anti-retaliation laws at [M.G.L. c. 149](#) (Labor and Industries); [M.G.L. c. 151A](#) (unemployment insurance and contributions); [M.G.L. c. 152](#) (workers compensation and insurance); [M.G.L. c. 150A](#) (Labor Relations); [M.G.L. c. 153](#) (liability for injuries); 29 U.S.C. c. 8 (Federal Fair Labor Standards); 29 U.S.C. c. 28 (Federal Family and Medical Leave Act); [M.G.L. c. 6, § 171A](#) (applicant criminal record information); [M.G.L. c. 149, § 105A](#) (MA Equal Pay Act); and [M.G.L. c. 175M](#) (Paid Family Medical Leave Act).

## Federal And State Laws And Regulations Prohibiting Discrimination

Contractors certify compliance with applicable state and federal anti-discrimination laws, including but not limited to the Federal Equal Employment (EEO) Laws; the Americans with Disabilities Act; 42 U.S.C § 12101, et seq., the Rehabilitation Act, 29 U.S.C. § 794; 29 U.S.C. § 701; 29 U.S.C. § 623; 42 U.S.C. c. 45; (Federal Fair Housing Act); [M.G.L. c. 151B](#) (Unlawful Discrimination); [M.G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [M.G.L. c. 272, § 92A](#); [M.G.L. c. 272, §§ 98 and 98A](#), [Massachusetts Constitution Article CXIV](#) and [M.G.L. c. 93, § 103](#); 47 USC § 255 (Telecommunication Act); [M.G.L. c. 149, § 105D](#), [M.G.L. c. 151C](#), M.G.L. c. 272, §§ [92A](#), [98](#) and [98A](#), and [M.G.L. c. 111, § 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 Massachusetts Commission Against Discrimination (MCAD) and MCAD links and resources.

## Small Business Purchasing Program (SBPP)

A Contractor may be eligible to participate in the SBPP, pursuant to [Executive Order 599](#), and [M.G.L. c. 7 § 58](#) if so qualified.

## Limitation of Liability

Contracts may not use the following limitation of liability language unless approved by legal staff at the Office of the Comptroller or Operational Services Division, and it may not be used if a Department is utilizing the Commonwealth IT Terms and Conditions. The term “other damages” in Section 11 of the Commonwealth Terms and Conditions, “Indemnification,” shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase 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, that this in no way limits the Commonwealth’s right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 or 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 auditing standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. The terms in this Clarification may not be modified.

## Northern Ireland Certification

Pursuant to [M.G.L. c. 7, § 22C](#), for state agencies, state authorities, the state 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 or 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 certifies that 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.

## **Attorneys**

Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to [M.G.L. c. 30, § 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 Departments, the Contractor certifies compliance with applicable Massachusetts Executive Orders including, but not limited to, the specific orders listed below. A breach during the 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, they 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 [M.G.L. c. 151E, § 2](#). If there is a breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth may rescind this Contract. As used herein, an affiliated company shall be a 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, including [M.G.L. c. 268A, § 5\(f\)](#) and this Order, which 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, of a 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 as well as persons 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 Orders 592 and 599. [Executive Order 592 \(Advancing Workforce Diversity, Inclusion, Equal Opportunity, Non-Discrimination, and Affirmative Action\)](#). [Executive Order 599 \(Reaffirming Programs to Ensure Diversity, Equity, and Inclusion for Diverse and Small Massachusetts Businesses in State Procurement and Contracting\)](#).

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 discriminatory employment practices. The Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices. The Contractor also commits to purchase supplies and services from certified minority, women, veteran, service- disabled veteran, LGBT or disability-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons; and Contractor commits to comply with any Applicable Department contractual requirements pertaining to the employment of persons with disabilities pursuant to [M.G.L. c. 7 § 61\(u\)](#). These provisions shall be enforced through the contracting Department, the Operational Services Division, 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 sanction.



# 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 the Standard Contract Form these Commonwealth Terms and Conditions will be incorporated by reference. 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, the effective start date of performance under a Contract shall be the later of the date the Contract was executed by an authorized signatory of the Contractor, the date the Contract was executed by an authorized signatory of the Department, the date specified in the Contract, or the date of any approvals required by law or regulation.

**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 Comptroller's payment system unless a different payment mechanism is required. The Contractor shall timely submit invoices 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 six (6) 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,



## COMMONWEALTH TERMS AND CONDITIONS

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.

**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 effect 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 certifies 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 signing the Standard Contract Form.**

## ATTACHMENT A

### SCOPE OF SERVICES

City of Somerville  
*Somerville Mobile Farmers Market (SMFM)*

In accordance with line item, 2511-0100 of the General Appropriations Act for the Fiscal Year 2026 Commonwealth of Massachusetts State Budget, \$50,000 in Operating Funds is appropriated through the Massachusetts Department of Agricultural Resources ("Department") to the City of Somerville ("Contractor") for the mobile market revolving fund to help maintain their low-cost farmers market on wheels program.

The Contractor's mission is to improve access to fresh, locally grown food by bringing affordable produce directly into Somerville neighborhoods. The Mobile Farmers Market operates each summer and fall, the market stops weekly at four locations and is open to everyone, with a focus on serving low- and moderate-income residents. The market offers affordable prices, accepts SNAP and HIP benefits, and gives shoppers the dignity of choice while supporting local farmers and a resilient regional food system.

The Contractor shall complete the following tasks as described in the Attachment B Budget section and further detailed in Attachment C- Contractor Proposal:

- Funds shall be used to help the Mobile Farmers Market purchase more fresh, locally grown produce so it can keep up with growing demand and offer a wider variety of culturally important and popular fruits and vegetables without running out.
- Funding will also support hiring seasonal staff who help receive and organize produce, set up and break down markets, assist shoppers, process purchases, and answer questions about cooking, nutrition benefits, and local food resources.

The Contractor shall submit invoices to the Department according to the Budget and Invoice Schedule in Attachment B. See Attachment B for Invoicing Details.

At the request of the Department, the Contractor shall provide records and statements identifying the uses of Operating Funds.

## ATTACHMENT B

### BUDGET and INVOICE SCHEDULE

City of Somerville ("Contractor") shall submit a written request ("Invoice") to The Department of Agricultural Resources ("Department") per the schedule below providing all terms and conditions of this Contract are fulfilled.

#### **Budget:**

Expense Category	Amount
Food purchasing	\$40,000.00
Staffing Support	\$10,000.00
<b>Total Grant Funding:</b>	<b>\$50,000.00</b>

#### **A. Food Purchasing - \$40,000**

Supplemental funds will boost the revolving account and enable purchasing of locally grown and aggregated farm produce.

#### **B. Staffing Support - \$10,000**

Two seasonal, temporary staff are hired June - November to assist with inventory management, market operations, sales at the market and promotion.

**Total Grant Funding from the Department: \$50,000.00**

## ATTACHMENT B

### BUDGET and INVOICE SCHEDULE

#### Invoice Schedule

The Contractor shall submit **three** invoices per the invoice schedule below. An alternative invoice schedule based on specific needs may be requested. The Contractor is required to provide sufficient back-up detailed records (such as receipts, payroll register, timesheets, ledgers, etc.) and statements identifying the uses of operating funds with each invoice to the Department. Each Invoice shall include, at a minimum, the following:

- a. Legal Name of the entity requesting reimbursement;
- b. A unique invoice number;
- c. Total request in reimbursement;
- d. Detail as to how funds have been expended; and,
- e. Supporting documentation with each invoice;

<b>Invoice</b>	<b>Expenditure Period</b>	<b>Submission Date</b>
Invoice #1	July 1, 2025 – November 30, 2025	December 12 <sup>th</sup> , 2025
Invoice #2	December 1, 2025 – March 31, 2026	April 10 <sup>th</sup> , 2026
Invoice #3	April 1, 2026 – June 30, 2026	July 10 <sup>th</sup> , 2026

Payments shall be processed in accordance with the Commonwealth's Payment Policy as contained in the Commonwealth of Massachusetts Standard Contract Form.

**Invoices should be sent via email to:**

**[Leah.Luong@Mass.Gov](mailto:Leah.Luong@Mass.Gov)**

## **Somerville Mobile Farmers Market: MDAR funding proposal overview**

The Somerville Mobile Farmers Market (SMFM) is a longstanding food access initiative managed and operated by the Office of Food Access and Healthy Communities (OFAHC), a division of Health and Human Services, City of Somerville. The SMFM was created fifteen years ago as a community driven idea to improve food access. It operates July through October and stops weekly at four pre-determined, recurring locations for two-hour markets. The SMFM is open to all, but it is intentionally located in neighborhoods/sites where there is a higher proportion of low to moderate income residents.

Our mission is to provide farm fresh produce in a reliable, affordable way that delivers dignity, choice and community to shoppers. In doing so, we serve as a key source for people to use nutrition benefits such as SNAP/HIP, farmers market coupons, while being a contributor to a resilient food system.

We purchase food from six main vendors who either grow their own food or are food aggregators, thus extending our investments to smaller producers. Each year, the revolving account with which we purchase produce ends with a lower balance, since the SMFM underwrites the true cost of produce to keep the prices low for constituents.

Each year the SMFM grows; both in total number of transactions, total sales revenue and total produce expenditures.

To operate the market, we hire two seasonal, temporary staff who are integral to making the market happen; they help receive and sort the produce, load and unload it and all other equipment into and out of the van for each market's set-up, and run the point-of-sales at check-out while also educating shoppers on nutrition benefits and other food resources.

### **Proposed MDAR funding for the Somerville Mobile Farmers Market:**

With supplemental funds from MDAR, SMFM will be able to:

**1. Purchase more locally grown, farm fresh produce so that we have:**

- sufficient produce to match customer demand
- enough culturally important and cross cultural, staple items and don't run out of popular items near the end of the market.
  - Examples of culturally important items include cranberry beans, lalu, jilo, lemongrass and cross-cultural popular items include corn, tomatoes, onions, scallion, eggplant.

- more fruit and can keep it affordable for all shoppers.
2. **Hire seasonal, temporary staff** – to assist the market manager in receiving and organizing produce deliveries, setting up and breaking down four weekly markets, assisting shoppers at the market and checking people out at the point of sales. Staff often get questions about local farms, produce preparation and where or how to use nutrition benefits.

**Budget Narrative: MDAR funding for the Somerville Mobile Farmers Market, City of Somerville**

**A. Food Purchasing - \$40,000**

Supplemental funds will boost the revolving account and enable purchasing of locally grown and aggregated farm produce.

**B. Staffing Support - \$10,000**

Two seasonal, temporary staff are hired June - November to assist with inventory management, market operations, sales at the market and promotion.