



**FRAMINGHAM
STATE
UNIVERSITY**

Request for Proposals

Public Safety Radio Communication Upgrade

Proposal # RFP-FSU-27-01

October 2, 2026

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About Framingham State University

Framingham State University prepares students for a productive life, enhanced by learning and leadership that will contribute to the culturally diverse world of the twenty-first century. Established by Horace Mann in 1839 as America's first public teacher preparation school, Framingham State University today offers undergraduate and graduate programs encompassing the arts and sciences and professional studies.

At Framingham State University teaching is the primary role of the faculty, who engage in their disciplines through instruction, scholarship and service on campus and in their professional communities. The University serves as an important educational and cultural center in the MetroWest region of Massachusetts. A Framingham State University education cultivates thoughtful, responsible local and global citizens, prepares students for a career, and positions them for success.

Framingham, Massachusetts is located 20 miles west of Boston. The University now offers 26 undergraduate major; 25 graduate programs; 45 minors to approximately 4,000 undergraduate students and approximately 2,000 graduate students. The University is a public, four-year co-educational school occupying 73 acres on a traditional New England campus. Framingham State University has seven undergraduate residence halls housing 1,900 students.

Scope of Work

The Proposer shall assess, design, furnish, install, program, configure, test, document, and support a complete, reliable, and scalable public-safety radio communications system for the Framingham State University Police Department (FSUPD) to replace an existing system. This will include dispatch consoles and workstations; repeaters; transmitters and receivers; antennas and RF components; network and Radio-over-IP equipment; racks, grounding, bonding, surge and lightning protection; primary and backup power; monitoring and alarm systems; and all associated hardware, software, licensing, and interfaces.

The proposer shall provide a fully operational system supporting FSUPD's existing authorized communications capabilities, including conventional analog, P25, P25 Phase 1 FDMA, 12.5 kHz narrowband, emergency signaling, unit identification, interoperability, and encryption where applicable, while providing a scalable system for future expansion. The work shall include professional installation and labeling in compliance with applicable codes and industry standards; redundancy and contingency provisions for equipment, network, power, and dispatch failures; secure and documented remote-access capabilities; complete system architecture and configuration documentation; all required programming and current configuration backups; identification of all recurring costs, licenses, subscriptions, dependencies, and support lifecycles; a detailed system cutover and rollback plan; and coordination with University IT and other authorized personnel.

The proposer shall furnish a transportable, independently operable backup dispatch system capable of deployment by trained FSUPD personnel within 15 minutes, including required radios, antennas, power, accessories, protective case, related documentation, and alternate-

location requirements, and shall provide comprehensive administrative and technical training covering dispatch operations, troubleshooting, alarms, emergency and backup procedures, system recovery, and technical support.

The proposer must also provide a Maintenance Agreement for the full term of the contract.

Timeline

Release of RFP	Thursday, October 1, 2026
Site Visit - Meet in McCarthy building hallway by Police Station	10:00AM, Tuesday October 13, 2026,
Questions to FSU Procurement Office (Limit of up to 3 questions per firm.)	October 20, 2026 by 12:00 noon
Response to Questions due to bidders	October 29, 2026
Proposal Due to Procurement Office	Tuesday, November 10, 2026 by 4:00 PM
Committee Review	November 11-18, 2026
University Selection*	November 25, 2026
Award and Contracting*	December 4, 2026

Notes:

* This timeframe may be extended by the University if more time is necessary for a determination.

Minimum Quality Requirements

Proposals must meet all of the below Minimum Quality Requirements. Proposals that do not meet the Minimum Quality Requirements will be rejected and will not be evaluated further.

A written narrative must address and acknowledge all of the items in Minimum Quality Requirements

The vendor must:

- Have a minimum of five (5) years of demonstrated experience designing, installing, integrating, and supporting public-safety land mobile radio (LMR) systems.
- Provide a list of previous successfully completed projects involving police, fire, EMS, emergency communications centers, higher-education public safety, and/or comparable mission-critical users.
- Provide at least three (3) references for comparable public-safety radio infrastructure projects completed within the previous five (5) years.
- Document the date and personnel who attended an FSU site visit. All bidders must visit the site prior to bidding.

Technical Requirements and Specifications

1. Radio System Equipment

A. The Proposer shall provide a complete radio system to FSUPD and conclude all programming required to make the system operational. At final acceptance, FSUPD shall receive current backup copies of system configuration files necessary to restore university-owned infrastructure, subject to lawful manufacturer licensing restriction.

B. The Proposer shall identify in its proposal any configuration information that will not be provided to the University and explain the justification.

C. The Proposer shall specifically identify all potential single points of failure and describe how each is mitigated.

D. The installation shall incorporate professional grounding, bonding, lightning protection, and surge suppression appropriate for public-safety communications infrastructure. All antenna systems, transmission lines, equipment racks, radio equipment, network connections, and electrical systems shall be protected in accordance with applicable codes, manufacturer requirements, and recognized telecommunications/public-safety industry practices.

E. All installation work shall be neat, professional, labeled, serviceable, and consistent with public-safety communications industry practices. At a minimum:

- Cables shall be properly routed and secured.
- Equipment shall be installed in appropriate racks or cabinets.
- All cables, ports, antennas, network connections, power circuits, and major components shall be clearly labeled.
- Temporary or improvised wiring methods shall not be accepted as permanent installation.
- Penetrations shall be appropriately sealed and fire-stopped where required.
- Equipment shall remain reasonably accessible for maintenance and replacement.
- Installation shall comply with applicable electrical, building, fire, and telecommunications codes.

F. Proposals shall describe redundancy or contingency provisions for:

- Repeater failure
- Dispatch console failure
- Network failure
- Commercial power failure
- UPS failure
- Antenna system failure
- Radio gateway/interface failure
- Server failure, if applicable
- Loss of connectivity between dispatch and remote radio equipment

G. The proposer shall ensure that all supplied equipment is running manufacturer supported firmware/software at system acceptance, identifying:

- Current software version
- Software-support policy
- Upgrade availability
- Security-update availability

- Expected product support lifecycle
- End-of-life policy

H. The system shall be designed with reasonable capability for future expansion. The proposer shall identify any hardware or licensing limitations affecting expansion. The proposer shall describe the ability to add:

- Dispatch positions
- Radio channels
- Repeaters
- Receivers
- Radio sites
- Interoperability resources
- Portable/mobile radios
- Network interfaces

I. Equipment rack storage shall:

- Provide adequate ventilation.
- Provide appropriate cable management.
- Permit service access.
- Be appropriately grounded.
- Be securely anchored.
- Provide sufficient space for equipment installation.
- Provide reasonable capacity for future expansion.

J. If Radio over IP technology is used, the contractor shall identify

- Network bandwidth requirements
- Network latency requirements
- Quality-of-Service requirements
- Ports and protocol
- IP addressing requirements
- Multicast requirements
- Firewall requirements
- Network redundancy requirements
- Server requirements
- Gateway requirements
- Failure behavior

K. The proposer shall coordinate all network service with authorized University IT personnel. Radio-system network traffic shall be appropriately segmented from unrelated University network traffic where required by University IT/security standards.

L. The proposer shall identify all third-party services, subscriptions, cloud services, network services, manufacturer licenses, or external systems required for continued operation.

M. The system shall not contain undisclosed dependencies that could cause loss of radio service if a third-party subscription or service expires.

N. The proposer shall provide a detailed system cutover plan before removing or disabling existing communications infrastructure, with the plan identifying

- Cutover sequence
- Expected outages
- Temporary communications arrangements
- Personnel responsibilities
- Testing procedures
- Rollback procedures
- Emergency contingency procedures

O. The proposer shall provide a complete system diagram showing all major components and communication paths. The contractor shall identify all single points of failure within the proposed architecture. The diagram shall include:

- Dispatch positions
- Dispatch consoles
- Console servers, if applicable
- Radio gateways
- Control stations
- Repeaters
- Receivers
- Transmitters
- Antennas
- Duplexers
- Combiners
- Multi-couplers
- Network switches
- Routers
- Radio-over-IP equipment
- UPS equipment
- Backup radio paths
- Remote equipment locations
- Network connections
- External system interfaces

P. The proposed system shall support the radio technology currently utilized by FSUPD and shall provide a reasonable migration path for future public-safety communications requirements. Equipment shall support:

- Conventional analog operation
- APCO Project 25 (P25) conventional operation (If P25 capability is proposed, equipment shall comply with applicable APCO Project 25 standards.)
- P25 Phase 1 FDMA
- 12.5 kHz narrowband operation
- CTCSS/DCS operation where required
- Network-based radio control
- Emergency signaling
- Unit identification

- Encryption capability
- Interoperability channels

2. Dispatch Console

A. The **dispatch system** shall

- Clearly transmit and receive audio
- Minimize distortion, excessive background noise, clipping, audio delay, echo, volume differences between channels,
- Provide reliable dispatcher access to FSUPD radio channels
- Provide appropriate emergency and priority functionality supported by FSUPD's radio system
- Provide visible/audible indication of system faults where supported
- Provide ergonomic controls for continuous usage
- Provide reliable interfaces between dispatch equipment and the radio infrastructure
- Provide appropriate logging and recording interfaces
- Provide local control capability.
- The console shall include, at minimum:
 - A 2 Console workstation
 - Display(s)
 - Dispatch keyboard
 - Mouse or equivalent interface
 - Console speakers
 - Select and unselect speakers Microphone
 - Footswitch
 - Headset interface
 - PTT controls
 - Radio interface hardware
 - Network interface
 - Power supply
 - UPS protection

B. The system shall provide **centralized monitoring of critical infrastructure** where technically available. Critical alarms shall notify to designated personnel and include:

- Repeater status
- Transmitter status
- Receiver status
- Power failure
- UPS condition
- Battery condition
- Network connectivity
- Equipment temperature
- Major equipment alarms

C. **Remote maintenance access** may be provided only when authorized by the University. The contractor shall disclose all remote-access mechanisms. Remote access shall:

- Require authentication

- Be appropriately secured
- Be capable of being disabled
- Be documented
- Comply with University cybersecurity requirements

D. The contractor shall complete all **programming** needed to make the system operational and shall comply with applicable FCC licensing and FSUPD operational requirements. This shall include applicable:

- Frequencies
- Channel names
- CTCSS/DCS tones
- NAC values
- Unit IDs
- Talk-groups where applicable
- Emergency settings
- Console configurations
- Network configurations
- Alarm configurations

E. The proposer shall clearly identify all needed **software licenses** and distinguish among:

- Perpetual licenses
- Subscription licenses
- Annual maintenance agreements (must be provided by Proposer)
- Cloud-service charges
- Software-support agreements
- Feature licenses

F. All supplied equipment shall employ **manufacturer-supported firmware/software** at system acceptance. The proposer shall identify:

- Current software version
- Software-support policy
- Upgrade availability
- Security-update availability
- Expected product support lifecycle
- End-of-life policy

G. The proposer shall recommend **spare-equipment** quantities for all critical components to include:

- Repeater modules
- Power supplies
- Control equipment
- Network equipment
- Console component

3. Repeater

A. The **radio repeater** shall:

- Provide reliable communications throughout the required FSUPD operational area.
- Support the Department's existing operational frequencies and FCC-authorized configurations unless changes are specifically approved by FSUPD. These changes would include supporting both analog and P25 with a AES encryption.
- Provide appropriate transmitter output and receiver sensitivity for the engineered system.
- Utilize properly engineered duplexers, filters, combiners, multi-couplers, antennas, transmission lines, and associated RF components.
- Minimize desensitization, interference, intermodulation, and other RF degradation
- Include appropriate diagnostic and monitoring capabilities.
- Permit qualified technicians to identify alarms and system failures.
- Be rated for continuous-duty public-safety operation.
- Operate on frequencies authorized by the University's applicable FCC license.
- Support both analog and P25 with AES encryption
- Provide appropriate transmitter output for the engineered system.
- Provide receiver sensitivity appropriate for mission-critical public-safety communications.
- Support remote diagnostics and monitoring.
- Provide alarm outputs or network-based fault notification.
- Support appropriate emergency signaling.
- Automatically recover following interruption and restoration of power.
- Retain programming following power loss.
- Be installed in an appropriate communications equipment rack or cabinet.
- Be accessible for maintenance without unnecessary disruption of unrelated equipment.

B. Along with the radio repeater, the contractor shall provide a documented procedure for continued communication following repeater failure, describing:

- Repeater bypass capability
- Talk-around/direct capability
- Backup repeater capability
- Spare equipment availability
- Repeater replacement procedures
- Estimated restoration time
- Remote diagnostic capability

4. Backup Dispatch

A. The **portable backup dispatch** solution shall

- Provide the ability to transmit and receive on authorized FSUPD radio channels.
- Support access to the primary FSUPD police repeater and other designated radio resources.
- Operate as independently as possible from the primary dispatch console system
- Be capable of operation from an alternate location designated by FSUPD.
- Be transportable by one or two personnel without requiring specialized lifting equipment.
- Be packaged in a durable, protective case or equivalent field-deployable enclosure.

- Include all required radio, audio, control, power, interface, and accessory components necessary for immediate deployment.
- Include an external or integrated speaker.
- Include a desk microphone, handset, headset interface, or equivalent dispatcher audio accessory.
- Provide clear visual indication of selected radio resource or channel.
- Include easily accessible push-to-talk capability.
- Be capable of operation from standard commercial AC power.
- Include internal battery, UPS, or other backup power sufficient to support continued operation during temporary loss of commercial power.
- Include an appropriate DC power option where practical.
- Retain programming and configuration following loss of power.
- Automatically recover following restoration of power where technically supported.
- Be capable of being placed into service without manufacturer or vendor intervention.
- Require minimal setup and configuration by trained FSUPD personnel.
- Be able to be deployed within 15 minutes by trained FSUPD personnel
- Include permanently labeled cables, connectors, controls, and deployment instructions.
- Include a laminated or otherwise durable quick-reference deployment guide.
- Provide procedures for periodic testing of the portable backup dispatch system without vendor assistance

B. The portable dispatch system shall also identify all **technical requirements needed to operate** the portable system at an alternate location, including the following below. Where feasible, the contractor shall provide pre-installed or preconfigured connection points at the designated alternate dispatch location to permit rapid deployment

- Antenna requirements
- Network requirements
- Internet requirements
- AC power requirements
- Radio-frequency transmission requirements
- External antenna connections
- Grounding requirements
- Required cabling
- Required adapters
- Minimum environmental requirements

C. The contractor shall identify the following for their portable backup dispatch solution:

- Radio manufacturer and model
- Transmit power
- Frequency capability
- Supported analog and digital modes
- Emergency signaling capability
- Unit identification capability
- Encryption capability, if applicable
- Antenna configuration

- Power requirements
- Audio accessories
- Programming requirements

D. For the portable backup dispatch solution, the proposal shall include an appropriate **antenna solution** suitable for deployment at the designated backup location. These may include, but are not limited to:

- Portable external antenna
- Magnetic-mount antenna
- Indoor antenna
- Building-mounted antenna
- Pre-installed coaxial connection
- Other engineered antenna solution

E. The portable backup dispatch solution shall include **backup power** adequate for emergency deployment, which the proposer shall identify

- Battery chemistry and capacity
- Expected operating runtime
- Recharge time
- Battery replacement interval
- AC power requirements
- DC power capability
- UPS capability
- Low-battery indication

F. The portable backup dispatch solution shall be supplied in a rugged **transport case** or comparable protective enclosure which shall

- Protect the equipment during transport.
- Provide organized storage for required accessories.
- Clearly identify the equipment as FSUPD emergency communications equipment.
- Permit rapid inventory of included components.
- Protect sensitive connectors and controls.
- Be capable of secure storage.

5. Training

Training shall consist of administrative and technical training to designated University personnel responsible to maintain and oversee the system. Training shall include:

- Dispatcher operation
- Basic system troubleshooting
- Failure and backup procedures
- System alarm identification
- Emergency operating procedures
- Proper restart/recovery procedures where applicable
- Procedures for contacting technical support

Preferred Abilities

Please provide a separate summary to address whether you have the following abilities:

- Proven expertise with APCO P25 systems and encrypted radio networks.
- Experience supporting law enforcement, higher education or state public safety agencies.
- Strong RF engineering and radio coverage design capabilities.
- Experience with Massachusetts interoperability resources and mutual aid communications.
- Local or regional technical support capabilities with rapid response times.
- Enhanced redundancy, disaster recovery, and backup dispatch solutions.
- Extended warranty options and long-term support services.
- Manufacturer certifications for proposed equipment and technologies

Evaluative Rating Criteria

Proposals will be considered from vendors with a demonstrated history of successfully providing system and technical support for similar institutions. The contract will be awarded to the proposer who completely meets all of the University's requirements as outlined and whose proposal is rated the highest, taking into consideration the Minimum Quality Requirements, and Technical Requirements, Evaluative Criteria and Price. University personnel will evaluate all proposals on the qualities of the services proposed, the vendor's conformity with the specifications and the purposes described in this RFP document and the RFP response. Price will also be considered. The Technical Response and related narratives must appear in the Technical Proposal.

The evaluation process includes rating criteria under the following categories: A rating system of Highly Advantageous, Advantageous, and Not Advantageous as defined below will be utilized in reviewing each vendor's Technical response.

RATING SCALE Technical Requirements and Specifications:	HIGHLY ADVANTAGEOUS	ADVANTAGEOUS	NOT ADVANTAGEOUS
1. Radio System Equipment	Vendor meets all deliverables	Vendor meets some deliverables	Vendor does not meet any deliverables
2. Dispatch Console	Vendor meets all deliverables	Vendor meets some deliverables	Vendor does not meet any deliverables
3. Repeater	Vendor meets all deliverables	Vendor meets some deliverables	Vendor does not meet any deliverables
4. Backup Console	Vendor meets all deliverables	Vendor meets some deliverables	Vendor does not meet any deliverables
5. Training	Vendor meets all deliverables	Vendor meets some deliverables	Vendor does not meet any deliverables
Preferred Abilities	Vendor meets all Preferred Abilities	Vendor meets some Preferred Abilities	Vendor does not meet any Preferred Abilities

Selection Process

A Selection Committee of University Personnel will meet to review the Proposals submitted in response to this Request for Proposal. The solicitation for proposals does not commit Framingham State University to award a contract or to pay any cost incurred in the preparation of the proposal. The University reserves the right to select any proposal it deems in its best interest. Further, the University may accept or reject any or all proposals received and waive any formalities in the evaluation process. The University may also cancel the RFP process if it is deemed in their best interest.

Proposals will be considered from vendors with a demonstrated history of successfully providing system and technical support for similar institutions. The contract will be awarded to the proposer who completely meets all of the University's requirements as outlined and whose proposal is rated the highest, taking into consideration the Minimum Quality Requirements, Preferred Requirements, Technical Requirements, Evaluative Criteria and Price. University personnel will evaluate all proposals on the qualities of the services proposed, the vendor's conformity with the specifications and the purposes described in this RFP document and the RFP response. Price will also be considered. The Technical Response to these required items must appear in the Technical Proposal.

Award Process

PRICING PROPOSALS will be opened after the review and rating of the TECHNICAL PROPOSALS is completed.

The University will select the vendor offering the best overall value to the University based on the evaluation of the Technical Proposal and the Price Proposal

The University, at its discretion, may request responding vendors to make virtual presentations. The University will schedule the time and location if presentation is deemed necessary.

Contract Information

The contract term shall be for a period of three (3) years, with an additional two annual renewal options at the discretion of the University. The implementation date shall be upon award of contract. The University may negotiate such additions, deletions, or changes as may be necessitated by law or changed circumstances. The successful respondent is encouraged to present new or enhanced products and services for consideration by the University during the life of the Agreement.

State law prohibits the University from agreeing to indemnification of the contracted party. Additionally, it is mandatory that the Commonwealth of Massachusetts laws apply to the performance of the contract and that jurisdiction and venue be in Boston, Massachusetts for State and Federal courts. **The selected vendor will be required to sign the Commonwealth of**

Massachusetts Standard Contract Form along with the Commonwealth Terms and Conditions for Information Technology Contracts. No revisions to these two documents are permitted. A copy of the template documents are attached and must be acknowledged, signed and returned with the Pricing RFP submission.

Submission Requirements

A written narrative that addresses all of the Minimum Quality Requirements and Technical Requirements must be included in the Technical Proposal.

It is the sole responsibility of the vendor to submit his/her proposal to the Framingham State University, Business Office contact listed below by postal services, package delivery or hand delivery per the deadline noted below. Any and all proposals received after this time will be considered non-responsive and will be rejected. The University is in no way responsible for the cost of developing or delivering any proposal.

Each Proposal submitted must be signed by an official of the institution who is authorized to bind the proposal on the Proposal Acknowledgement Form provided at the end of this document.

The Technical Proposal must include required references, including contact information. Provide any new recent examples of response for Remote Learning Environments in the firm's written narrative as well.

- The Technical Proposal and the Price Proposal shall be submitted in separate, sealed envelopes labeled with the RFP Number. You must send each thumb drive by courier or postal service. One thumb drive will contain your firm's Technical proposal. A separate thumb drive will contain the Price proposal. Each thumb drive must be in its respective and separate, sealed, labeled envelope.
- The Proposals are to be clearly **labeled RFP-FSU-27-01** on the outside of each of the sealed packages containing the Proposal documents with a label for the Technical Proposal and a label for the Price Proposal.
- The Technical Proposal shall include a copy of the firms audited or reviewed Financial Statement for the most recent fiscal year-end available. Compiled statements are not sufficient.

Required Proposal Information and Format

Technical Proposal

Written Response to all Minimum Quality Requirements and Technical Requirements and Specifications, and Preferred Abilities.

Pricing Proposal

1. Pricing Proposal. Must be complete and detailed. See suggested Pricing Coversheet
2. Contract Forms including:
 - a. RFP Acknowledgement Form – Certificate of Non-Collusion
 - b. Acknowledgement of Framingham State University Equal Opportunity, Diversity, and Affirmative Action Plan
 - c. Contractor Authorized Signatory Listing
 - d. Commonwealth of Massachusetts Standard Contract Form
 - e. Commonwealth of Massachusetts Terms and Conditions
 - f. W-9 Taxpayer Identification Form
 - g. Prompt Pay Discount Form

Contact Information

Direct **all** correspondence and questions to: Natasha M. Bizanos-Ashe, Director of Procurement & Contracts and with a cc' to: Moira Rouse at the following address:

Framingham State University
Business Office, Dwight Hall, Room 201
100 State Street
Framingham, MA 01701
E-Mail: NBizanosashe@framingham.edu
Cc: mrouse@framingham.edu

Any attempt to contact other individuals at the University to discuss this RFP shall lead to disqualification and the Proposal shall be considered non-responsive.

The RFP Technical and Pricing proposal submissions shall be directed to Natasha Bizanos-Ashe at the address above.

Additional RFP Information

COMMBUYS is the electronic marketplace for the Commonwealth of Massachusetts. This RFP is being posted on COMMBUYS strictly for the sake of advertising to the widest possible audience. All questions and responses to this RFP must be sent to the University's contact as stated above.

The University reserves the following rights with respect to this process: to reject any Proposals; to waive any Proposal technicalities or informalities that are not statutory; to terminate the selection process at any time; to reject any proposal if the Committee determines such proposal does not represent the proposal of a person responsible to perform the work; to not award a contract; to make decisions that are in the best interest of the project; to adjust the process and schedule as needed; and to initiate an alternate selection process. Also, please note the following information:

1. The University is an agency of the Commonwealth of Massachusetts and is exempt from any state tax.
2. Public Record. All responses to this RFP will be public records under the Commonwealth's Public Records Law, Mass. Gen. L. Ch. 66 s. 10, regardless of confidentiality notices set forth on such writings to the contrary.
3. All forms, including Contract documents, included in this RFP must be completed and submitted together with the Pricing Proposal. Not signing these forms may disqualify your submission.

Appendix A – Pricing Proposal Cover Page

Please submit this with the **Pricing Proposal** as a cover page your own pricing format.

Framingham State University

RFP-FSU-27-01 Public Safety Radio Communication Upgrade

Total Cost: \$_____

Submitted by/Signature: _____ Date: _____

Printed Name: _____

Company Name: _____

Appendix B - Contract Forms

Please Complete, sign and return these with the **Technical Proposal**.

- a. RFP Acknowledgement Form – Certificate of Non-Collusion
- b. Acknowledgement of Framingham State University Equal Opportunity, Diversity, and Affirmative Action Plan - Contracting and Purchasing.
- c. Contractor Authorized Signatory Listing (2 versions: complete appropriate one)
- d. Commonwealth of Massachusetts Standard Contract Form.
- e. Commonwealth of Massachusetts Terms and Conditions
- f. W-9 Taxpayer Identification Form

CERTIFICATION OF NONCOLLUSION

Framingham State University Proposal

Acknowledgement Form

RFP-FSU-27-01

CERTIFICATION OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

**CERTIFICATE OF COMPLIANCE WITH STATE TAX LAWS AND
WITH UNEMPLOYMENT COMPENSATION CONTRIBUTION REQUIREMENTS**

Pursuant to M.G.L., Ch. 62C, s. 49A and M.G.L., Ch. 151A, s. 19A,

The undersigned authorized signatory for _____ whose principal place of business is at _____ do hereby certify under penalties of perjury that the company has filed all state tax returns and paid all taxes as required by law and has complied with all state laws pertaining to contributions to the unemployment compensation fund and to payments in lieu of contributions. The Business Organization Social Security Number or Federal Identification Number has been provided on the W-9 Tax Identification Form.

Signed under the penalties of perjury the _____ day of _____, 2026.

Signature: _____

Name and Title: _____

Acknowledgement of Equal Opportunity, Diversity, and Affirmative Action Plan

CONTRACTING AND PURCHASING

Excerpt from the **Equal Opportunity, Diversity, and Affirmative Action Plan—Approved by the Board of High Education: September 28, 2018**

I. INTRODUCTION

Together, Bridgewater State University, Fitchburg State University, Framingham State University, Massachusetts College of Art and Design, Massachusetts College of Liberal Arts, Massachusetts Maritime Academy, Salem State University, Westfield State University and Worcester State University (collectively, “the Universities”) have carefully developed the major elements of this Equal Opportunity, Diversity and Affirmative Action Plan with the understanding that a successful plan requires more than knowledge of the laws, regulations and current government requirements. This Equal Opportunity, Diversity and Affirmative Action Plan (“the Plan”) demands vision to fully comprehend what challenges the Universities face in preparing our students for their post-commencement lives. With this Plan, the Universities continue to take a step beyond and, both collectively and individually, commit themselves to the valuing of human dignity, and to the appreciation of the necessity of providing all members of the University community an experience that equips them to relate to all persons and groups in the increasingly global and diverse world in which we all live and work. PURPOSES Pursuant to Mass. Gen. Laws Chapter 15A, the Commonwealth of Massachusetts’ Board of Higher Education (“BHE”) is responsible for the overall governance of the Universities. Together with the BHE, the Universities’ Boards of Trustees maintain and promote a policy of non-discrimination on the basis of race, color, religion, national origin, age, disability, gender, sexual orientation, gender identity, gender expression, genetic information, marital or parental status, or veteran status. A primary purpose of this Plan is to inform the campuses of: (1) the Universities’ prohibition of all forms of discrimination, discriminatory harassment, sexual violence, sexual and gender-based harassment, domestic violence, dating violence, stalking and retaliation; (2) the Universities’ efforts to prevent such behaviors; and (3) the manner in which the Universities will respond to such behaviors, including the prompt, impartial, fair and thorough investigation and resolution of complaints. Through this Plan, the Universities also seek to responsibly recognize and, when possible, resolve the effects of past societal discrimination and the impact which that discrimination has had. To those ends, the State Universities commit to an ongoing examination of all policies and procedures to ensure that they do not operate to the detriment of any person on any discriminatory basis. Finally, the Universities commit to a pro-active affirmative action posture with respect to the recruitment, selection and promotion of students and employees.

II. CONTRACTING AND PURCHASING:

EQUAL OPPORTUNITY VENDORS

When selecting contractors, suppliers, and vendors of goods and services, including goods and services secured in connection with construction projects, the Universities will offer equal opportunity to all qualified persons and entities and will not discriminate on the basis of race, color, religion, national origin, age, disability, gender, sexual orientation, gender identity, gender expression, genetic information, marital or parental status, or veteran status. The Universities shall seek to locate and shall encourage the use of minority and female contractors, subcontractors, vendors, and suppliers. The Universities will identify businesses primarily operated by members of such protected classes with the help of agencies such as the State Office of Minority Business Assistance in order to encourage bids and proposals from potential contractors, vendors and suppliers.

EQUAL EMPLOYMENT OPPORTUNITY

The Universities require that all persons and entities with which they contract for the provision of goods and services shall provide equal opportunity for all persons without regard to race, color, religion, national origin, age, disability, gender, sexual orientation, gender identity, gender expression, genetic information, marital or parental status, or veteran status.

CONTRACTOR COMPLIANCE

Prior to the awarding of any contract, the Universities shall require that the contractor provide written assurance of its compliance with applicable state and federal laws and regulations, including the provisions of this Policy, prohibiting discrimination in employment. The Universities shall require that every contract made on or after July 1, 1996, for the purchase of goods and services contain the following provisions. 49 1520495_1 “During the performance of this Agreement, the Contractor agrees as follows: 1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, disability, gender, sexual orientation, gender identity, gender expression, genetic information, marital or parental status, or veteran status. 2. The Contractor will comply with the provisions of the Governor’s Code of Fair Practices, with Chapter 151B of the General Laws of Massachusetts, with the Americans with Disabilities Act and with all other applicable state and federal laws barring discrimination in employment, and with Section IV of the Massachusetts State Universities’ Equal Opportunity, Diversity and Affirmative Action Plan. 3. In the performance of this Agreement, the Contractor shall take affirmative action to employ minority and female subcontractors, vendors and suppliers. 4. The University may at any time require the Contractor to supply it with such data, as it shall reasonably require for purposes of determining whether the Contractor is adhering to the above-described prohibitions against discrimination in employment. 5. In the event that the Contractor shall have failed to comply with the requirements contained in any of foregoing clauses 1, 2, 3 and 4, the University may enforce such compliance by withholding part or all of any payment then due until such time as the Contractor complies with any such requirement, and/or by cancelling, terminating or suspending the whole or any part of this Agreement. Nothing herein contained shall bar the University from pursuing such other lawful recourse as it may have to enforce compliance with the above-described requirements and to recover damages for their breach.” The Universities reserve the right to disqualify as a contractor any person or entity that fails to adhere to the prohibitions against the discrimination, discriminatory harassment and retaliation in employment that are contained in Section IV of this Plan.

CONTRACTOR CONDUCT

All contractors, vendors, consultants and suppliers of goods and services shall be required, during any period when they or their agents or employees are present at the Universities, to adhere to standards of conduct that are consistent with this Policy, and all such contractors, vendors and suppliers, their agents and employees shall refrain from acts or conduct that constitute harassment of any person by reason of such person’s race, color, religion, national origin, age, disability, gender, sexual orientation, gender identity, gender expression, genetic information, marital or parental status, or veteran status. The Universities shall require every contractor, vendor, consultant, and supplier to instruct its agents and employees concerning the requirements of this paragraph, and to take actions including disciplinary actions, to correct any violation thereof. Acknowledgement of receipt:

Signature

Printed Name and Date



Commonwealth of Massachusetts

CONTRACTOR AUTHORIZED SIGNATORY LISTING

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, Limited Liability Company
(must match Form W-9 tax classification)**

Contractor Legal Name	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number or Social Security Number)
-----------------------	--

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 (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.



Commonwealth of Massachusetts

CONTRACTOR AUTHORIZED SIGNATORY FORM

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)

Contractor Legal Name	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number)
-----------------------	---

INSTRUCTIONS: Any Contractor, sole-proprietor, or an individual, 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 released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

Signature (ink on paper) Contractor Signature as it will appear on contract or other documents (Complete only in presence of notary)	
Print Signatory's full legal name	Title

Certificate of Acknowledgement of Notary Public	
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.	
Print Notary Name	Notary Signature (ink on paper)
Date	My commission expires on

AFFIX NOTARY SEAL/STAMP

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

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 or mass.gov/lists/osd-forms.

CONTRACTOR INFORMATION			COMMONWEALTH INFORMATION		
Contractor Legal Name		d/b/a	Department		MMARS Code
Legal Address As entered on Form W-9 or Form W-4			Contract Manager Name		Business Mailing Address
Contract Manager Name			Billing Address If Different		
Phone	Email	Fax	Phone	Email	Fax
Vendor Code VC			MMARS Doc ID(s)		
Vendor Code Address ID AD e.g. "AD001". Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.			RFR/Procurement or Other ID Number		
☐ NEW CONTRACT			☐ CONTRACT AMENDMENT		
Procurement or Exception Type (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated department.) ☐ Collective Purchase (Attach OSD approval, scope, and budget.) ☐ Department Procurement - Includes all Grants 815 CMR 2.00 . (Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.) ☐ Emergency Contract (Attach justification for emergency, scope, and budget.) ☐ Contract Employee (Attach Employee Status Form, scope, and budget.) ☐ Interim Contract with new Contractor (Attach justification for Interim Contract and updated scope/budget.) ☐ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and budget.)			Current Contract End Date PRIOR to Amendment		
			Amendment Amount Or Enter "No Change"		
			Amendment Type (Check one option only. Attach details of amendment changes.) ☐ Amendment to Date, Scope, or Budget (Attach updated scope and budget.) ☐ Interim Contract with Current Contractor (Attach justification for Interim Contract and updated scope/budget.) ☐ Contract Employee (Attach any updates to scope or budget.) ☐ Other Procurement Exception (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): ☐ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions for Human and Social Services ☐ Commonwealth IT Terms and Conditions					
COMPENSATION (Check ONE option.)					
The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . ☐ Rate Contract (No Maximum Obligation). (Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☐ Maximum Obligation Contract. 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 Prompt Pay Discounts Policy .					
Contractors requesting accelerated 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: ☐ Statutory/legal ☐ Ready Payments (M.G.L. c. 29, § 23A) ☐ Agree to standard 45-day cycle ☐ Only initial payment					
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? ☐ YES If YES, the Contractor's annual SDP commitment for this Contract is ☐ NO 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:					
1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.					
2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.					
3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.					
CONTRACT END DATE					
Contract performance shall terminate as of _____, 20____, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.					
CERTIFICATIONS					
Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.					
AUTHORIZING SIGNATURE FOR THE CONTRACTOR			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	



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.

CONTRACTOR AUTHORIZED SIGNATORY:

(signature)

Print Name: _____

Title: _____

Date: _____

(Check One): _____ Organization

_____ Individual

Full Legal Organization or Individual Name:

Doing Business As: Name (If Different):

Tax Identification Number: _____

Address: _____

Telephone: _____

FAX: _____

Request for Taxpayer Identification Number and Certification

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

Name (as shown on your income tax return). Name is required on this line, do not leave this line blank.

Business name/disregarded entity name, if different from above.

Check the appropriate box: ☐ Individual/Sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/ Estate ☐ Other ▶-----

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

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

City, state and ZIP code

City, state and ZIP code

Phone:

Fax:

Email address:

Part I Taxpayer Identification Number (TIN)

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

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

Vendors:

Dunn and Bradstreet Universal Numbering System (DUNS)

Social security number

□ □ □ - □ □ - □ □ □ □

OR Employer identification number

□ □ - □ □ □ □ □ □ □ □

DUNS □ □ □ □ □ □ □ □ □ □

Part II Certification

Under penalties of perjury, I certify that:

1. 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**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No ☐ Yes ☐ If yes, **in compliance with** the State Ethics Commission **requirements**.

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

Sign
Here

Authorized Signature ▶

Date ▶

Purpose of Form

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

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

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

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

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

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

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

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

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only). Certain payees and payments are exempt from backup withholding. See the Part II instructions on page 2.

Penalties

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

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

Criminal penalty for falsifying information.

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

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

Specific Instructions

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

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

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

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

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

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

Part I - Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

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

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

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

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

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

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

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

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

Part II - Certification

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

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

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

Privacy Act Notice

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

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

What Name and Number to Give the Requester

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

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

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

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

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

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

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

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