



## ***COMMONWEALTH OF MASSACHUSETTS***

The Department of Industrial Accidents  
Workplace Safety Grant Program  
Lafayette City Center  
2 Avenue de Lafayette  
Boston, MA 02111

**Rosalin Acosta**

Secretary of Labor and Workforce Development

**Sheri Bowles**

Interim Director Department of Industrial Accidents

Grant Application Announcement

Fiscal Year 2023

***We will begin accepting applications  
April 11, 2022 through August 31, 2022***

**Companies and organizations are encouraged to apply  
as soon as possible to have the maximum opportunity  
for funding**

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**IMPORTANT:** Prior to completing or submitting a Safety Training Grant application, please be sure that you are using the most current version of the application available. Visit <http://www.mass.gov/lwd/workers-compensation/safety> to download the current application or email [safety@mass.gov](mailto:safety@mass.gov).

## OVERVIEW

The prevention of occupational injury and illness is in everyone's best interest. "This program, entitled "Workplace Safety Training and Education Grant Program," is issued under the provisions of the Massachusetts General Law, Chapter 23E, Section 3, and administered by the Department of Industrial Accidents, Office of Safety. The primary purpose of this Safety Grant is to fund programs that reduce the risk of injury and illness to workers and promote safe and healthy conditions in the workplace through training, education, and other preventative measures.

Each fiscal year, the DIA awards safety grants to qualifying Massachusetts employers. All grantees must be based in and operating within the Commonwealth and its employees must be covered by the Massachusetts Workers' Compensation Act - G.L. c. 152. Applicants must also be in compliance with all state and federal laws. The maximum grant award is \$25,000.

Strong preference will be given to first time applicants, consortium applicants, employers and organizations who demonstrate a compelling program design that addresses an injury history, potential injury or provides a proactive approach to injury prevention.

Grants are awarded to employers that best satisfy the Safety Grant Program goals.

***PLEASE READ EACH SECTION CAREFULLY BEFORE APPLYING***

## GRANT GUIDELINES

- This is a reimbursement program. Trainings and invoices dated prior to an approved contract date are not eligible for this program.
- The Office of Safety reserves the right to only consider submissions that, in our sole judgment, are complete and responsive to the requirements and include all application components.
- Companies of any size with a workforce in Massachusetts are eligible. All trainees must be payroll employees of participating companies and covered by your workers' compensation policy.
- Funding is intended for Massachusetts based companies and Massachusetts based training providers only.
- Applications that do not meet the technical requirements (e.g., incomplete application or missing documentation) **cannot** be processed until all documents have been received.
- The Office of Safety reserves the right to suspend or revoke the contract for funding at any time and for any reason.

## COMPLIANCE GUIDELINES

- Applicants must be in full compliance with all obligations to the Department of Unemployment Assistance, Department of Industrial Accidents, and any other obligations to the Commonwealth of Massachusetts. **This includes ALL partners within a consortium grant.** Applicants found to be non-compliant will be removed from consideration until all compliance issues have been resolved.
- The Federal Employer Identification Number (FEIN) must be provided for all parties receiving services within this application at the time of submission. (*ex. consortium grants*)
- Applicants must provide a Massachusetts Department of Revenue Certificate of Good Standing that is less than 6 months old at the time of submission. You can obtain a certificate through the Department of Revenue at <https://mtc.dor.state.ma.us/mtc>. Please refer any questions you may have to the DOR Certificate Unit at 617-887-6367. **A certificate from the Secretary of State's Office will not be accepted.**
- A certificate of Unemployment Insurance Compliance from the Office of Unemployment Insurance. The fastest and easiest way to obtain a DUA certificate is to apply online through the Department of Unemployment Assistance at <https://uionline.detma.org/Employer/Core/Login.ASPX>. Self insured or reimbursable employers can get certificates of compliance from DUA via your UI Online account.

## APPLICANT GUIDELINES

- Applicants must use a Massachusetts based training provider. A resume containing experience, relevant training and current certifications must be included at the time of submission.
- Applicants should negotiate the costs of instruction and related training materials with training providers to ensure that proposed costs are reasonable, necessary, and competitive. The Office of Safety will examine submissions for cost effectiveness and will be the final determiner in assessing appropriate costs and standards for training and training materials.
- Training costs must be submitted on a **PER PERSON OR PER CLASS BASIS ONLY.**
- All-inclusive programs should incorporate the cost of all training materials and certifications where practical.
- You must meet attendance projections per class as outlined in your budget narrative. If your classes will not be at full capacity, you must notify the Office of Safety before training takes place.
- Vendors, safety training companies and other providers are prohibited from charging a fee or receiving additional compensation for safety training services or materials specifically provided by this grant. **Training providers are prohibited from subcontracting training services to another provider.**

## CONTRACTS & PROCUREMENT GUIDELINES

- State funds **WILL NOT** be distributed until all contractual documents are signed by all parties and have an executed state contract. Training or invoices dated prior to an approved contract are not compensable.
- Reimbursements are made based on approved budget summaries at the time of contract execution.
- Timetable for funding is determined by the fiscal year, therefore, all training programs must be completed on or before June 30, 2023
- All training costs/invoices associated with this grant must be received by the Department of Industrial Accidents on or before July 15, 2023

# EXCLUSIONS

## **THIS TRAINING GRANT IS INTENDED FOR DIRECT WORKPLACE SAFETY TRAINING ONLY**

- Employee wages, stipends or fringe benefits
- Online training programs
- Developmental programs
- Policy and procedure programs
- Emergency Action Planning programs
- Compliance programs
- Programs that re-train employees previously trained by DIA Office of Safety grants on the same topic
- Office space, conference room rentals, utilities, communications, equipment (TVs, DVD players, computers, projectors, etc.) overhead expenses
- Travel expenses (hotel, airfare, meals, car rental, tolls, mileage etc.) are not compensable
- Training/education of a target audience which does not directly address the avoidance and prevention of unsafe and unhealthy working conditions and practices
- Applications from agencies of the Commonwealth or applications that propose to train employees of the Commonwealth
- Costs incurred prior to contract approval
- Other exclusions may apply; we encourage you to contact the Office of Safety to discuss your proposal

## **FOR GENERAL INQUIRIES, PLEASE CONTACT**

Maria Pesantes  
[maria.pesantes@mass.gov](mailto:maria.pesantes@mass.gov)

Deven Awalt  
[deven.awalt@mass.gov](mailto:deven.awalt@mass.gov)

# GRANT INSTRUCTIONS

**Applicant Organization Name** - Please use the organization's full legal name as registered with the Secretary of State Office of the Commonwealth of Massachusetts.

**Grant Administrator** - This person does not necessarily have to be the senior-most person at your facility, but is the most important contact that will be associated with your grant. The grant administrator must be an employee that is familiar with the application. The Grant Administrator will be the sole person responsible for the coordination of the grant to include; training schedules, invoices, sign in sheets, budget modifications, trainer changes and responds to phone calls and/or e-mails regarding the grant application. The Grant Administrator must ensure that the work is carried out in accordance with the Office of Safety standards, policies and procedures to ensure smooth implementation.

**\*\* The Office of Safety must be notified as soon as possible if the grant administrator has changed.**

**Complete Address, Phone & E-mail** - All fields should be completed referencing the Grant Administrators information, as the grant administrator you will be the point of contact for all correspondence with the Office of Safety and the Executive Office of Labor and Workforce Development Contracts and Procurement Unit as they relate to the grant application and contractual documents.

**Federal Employee ID Number** - This number refers to the FEIN issued by the Internal Revenue Service.

**\*\* The Federal Employer Identification Number (FEIN) must be provided for all parties receiving services within this application at the time of submission (ex. consortium grants).**

**Type of Organization** - For-Profit or Non-Profit Check whichever box applies.

**SOMWBA Certified** - Certification is the process by which the Supplier Diversity Office (SDO), an agency within the Commonwealth of Massachusetts formerly known as the State Office for Minority and Women Business Assistance (SOMWBA), reviews applicants who seek to participate in affirmative business opportunities to determine that they meet the requirements of state and federal statutes and regulations.

**Employee Demographics** - Total number of current employees within your organization and number of employees being trained for this grant.

**Hazards to be addressed** - Check all hazards that apply.

**Location Demographics** - Check all county locations training will take place.

**Total Amount Requested** - Total dollar amount of the grant request.

**YOUR APPLICATION CANNOT BE CONSIDERED IF ALL REQUIRED ANSWERS AND REQUESTED INFORMATION LISTED IN THE APPLICATION ARE NOT PROVIDED**

# GRANT APPLICATION & CHECK OFF SUMMARY

Prepare and submit the grant application and supporting documents as **one document** according to the following outline. Multiple attachments and zip files **cannot** be accepted.

## **INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED UNLESS ALL REQUESTED DOCUMENTS ARE INCLUDED WITH YOUR SUBMISSION**

Grant Application - Submit application as one PDF document. Your application will not be considered if all required information listed in the application is not provided.

Organization Description, Training Goals

Budget Narrative - This should be a detailed written description of your proposed training summary and explain how each line item in the budget summary will be utilized. You must include number of classes, length of classes, number of participants in each class and training provider.

Budget Summary - Names of Trainers must be included in column one description.

Qualifications of training providers - A Resume containing experience, relevant training and current certifications of all Massachusetts key training providers must be provided at the time of submission.

Department of Revenue (DOR) Certificate of Good Standing - The fastest and easiest way to obtain a Certificate is to apply online at <https://mtc.dor.state.ma.us/mtc>. A Certificate of Good Standing less than 6 months old must be provided at the time of submission.

A certificate of Unemployment Insurance Compliance from the Office of Unemployment Insurance. The fastest and easiest way to obtain a DUA Certificate is to apply online at <https://uionline.detma.org/Employer/Core/Login.ASPX>. Self-insured or reimbursable employers can get certificates of compliance from DUA via your UI Online account.

**A certificate from Secretary of State's Office WILL NOT be accepted**

**GRANT APPLICATIONS AND ALL SUPPORTING DOCUMENTS LISTED ABOVE MUST BE SUBMITTED ELECTRONICALLY TO: [safety.grant@mass.gov](mailto:safety.grant@mass.gov)**

COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF INDUSTRIAL ACCIDENTS  
OFFICE OF SAFETY  
WORKPLACE SAFETY  
TRAINING & EDUCATION GRANT PROGRAM

**COMPANY INFORMATION**

1. Applicant/Organization Legal Name:

2. Grant Administrator /Title:

3. Applicant Complete Mailing Address:

4. Phone Number:

5. Email Address:

6. Federal Employer Identification Number (FEIN): If consortium grant please include FEIN for all parties.

7. How did you originally hear about this grant program?

8. Has your organization received a Safety Grant contract with the Commonwealth in the past 3 years? If yes please specify.

9. Type of organization ☐ For-Profit ☐ Non- Profit

10. Is your company or training provider SOMWBA certified? If yes please specify.



11. Employee Demographics

Total  
Employees

Total Employees  
To Be Trained

12 Hazards to be addressed in application (*please check all that apply*)

<input type="checkbox"/> OSHA	<input type="checkbox"/> Ergonomics	<input type="checkbox"/> CPR/AED
<input type="checkbox"/> Injury Prevention	<input type="checkbox"/> Fire/Electrical	<input type="checkbox"/> Stress
<input type="checkbox"/> Asbestos	<input type="checkbox"/> CTD's	<input type="checkbox"/> Other (explain)
<input type="checkbox"/> Lead Hazards	<input type="checkbox"/> Toxins	
<input type="checkbox"/> Right to Know/Hazard Communication		

13. Location demographics: Which counties will training take place (*please check all that apply*)

<input type="checkbox"/> Barnstable	<input type="checkbox"/> Essex	<input type="checkbox"/> Middlesex	<input type="checkbox"/> Suffolk
<input type="checkbox"/> Berkshire	<input type="checkbox"/> Franklin	<input type="checkbox"/> Nantucket	<input type="checkbox"/> Worcester
<input type="checkbox"/> Bristol	<input type="checkbox"/> Hampden	<input type="checkbox"/> Norfolk	<input type="checkbox"/> Statewide
<input type="checkbox"/> Dukes	<input type="checkbox"/> Hampshire	<input type="checkbox"/> Plymouth	

14. Total amount requested not to exceed \$25,000

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## **TELL US ABOUT YOUR ORGANIZATION**

Briefly describe the nature of your business including a description of products or services provided. Be sure to state how long your organization has been established and the number of employees.

**PLEASE REFER TO THE JOHN DOE SAMPLE TEMPLATE FOR GUIDANCE**

## **WHAT ARE YOUR TRAINING GOALS**

Grants are awarded to provide direct worker safety training for employers and workers on the recognition, avoidance, and prevention of safety and health hazards in their workplaces. **Identify and describe the injury history of the targeted occupation(s) (if any), or preventative safety issues you intend to address in this proposal.**

**PLEASE REFER TO THE JOHN DOE SAMPLE TEMPLATE FOR GUIDANCE**

**\*\*Training requested must connect with the work the employee performs**

## **BUDGET NARRATIVE**

Please provide a brief description of the proposed training plan. This should be a detailed written description of how each line item in the budget summary will be utilized

In order to evaluate the cost effectiveness of the program approximate projected class sizes are required

**PLEASE REFER TO THE JOHN DOE SAMPLE TEMPLATE FOR GUIDANCE**

**\*\*Identify the training topic, number of training sessions, number of participants to be trained per class, the name of trainer providing services, number of instructors to be present for each session, cost per class or per person, length of time per class and training location within your budget narrative.**

## BUDGET SUMMARY

APPLICANT:	
GRANT ADMINISTRATOR NAME:	
COMPLETE MAILING ADDRESS:	
PHONE:	
E-MAIL ADDRESS:	

**FOR EACH TRAINING TOPIC/DESCRIPTION, PLEASE CHOOSE ONLY (ONE) CONTRACT EXPENDITURE PER LINE. CHARGE EITHER PER PERSON OR PER CLASS OR EACH TOPIC**

PLEASE REFER TO THE JOHN DOE SAMPLE TEMPLATE FOR GUIDANCE

<u>DESCRIPTION</u>	<u>CONTRACT EXPENDITURE PER PERSON</u>				<u>CONTRACT EXPENDITURE PER CLASS</u>			<u>COST</u>
ADD TRAINING TOPICS & NAME OF TRAINERS <i>(example OSHA/Jim Sullivan)</i>	TOTAL # OF PERSONS	AND	COST PER PERSON	OR	TOTAL # OF CLASSES	AND	COST PER CLASS	TOTAL COST
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
<b>Maximum Obligation not to exceed \$25,000</b>								<b>TOTAL COST</b>

**Don't stop now,  
keep going  
You're almost there!!**



# **CONTRACT INSTRUCTIONS**

**You must download and complete all contractual documents online and type all requested information, and follow the signature guidelines below.**

**SCAN AND EMAIL A COPY TO:**

**[CandP@mass.gov](mailto:CandP@mass.gov)**

**and**

**[safety@mass.gov](mailto:safety@mass.gov)**

There are several contractual documents that must be completed by type and **electronically** signed. We accept electronic signature through AdobeSign or DocuSign or an electronic signature that is either hand drawn using a mouse or finger if working from a touchscreen device or an uploaded picture of the signatory's hand drawn signature. If electronic signature is not available, please use **blue ink** and scan documents in color.

Whether contracting through a corporation, other organization, or as an individual - please make sure to be consistent with the listing of information (as some information is required on multiple forms). There are also instructions for each form.

**Please Note: Some of our forms and instructions have been revised. If you need assistance, please email Contracts and Procurements at CandP@mass.gov.**

## **STANDARD CONTRACT FORM(SCF)**

Please complete the top-left and bottom-left sections of this form. Please make sure you use the complete legal name and the legal address of the entity applying for the grant on this and all contractual documents. If you are unsure of your Vendor Code and Address ID, you may leave them blank. Please make sure that the individual signing this form is an authorized signatory. Authorized signatory must be identified on Contractor Authorized Signatory Listing Form. Please do not sign this document. Signature of the Standard Contract Form will occur after grant award.

## **REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (SUBSTITUTE W-9)**

Please complete the attached Request for Taxpayer Identification Number and Certification (Substitute W-9). Please make sure that you use the complete legal name and the legal address of the entity applying for this grant on this and all contractual documents. If you are already registered as a Vendor with the Commonwealth of Massachusetts Office of the State Comptroller, and want to make an address change, you will need to also include a letter requesting the change. The letter should specify your request and include your Vendor Code and new address; if you are changing your legal and/or remittance address (as opposed to simply requesting an additional remittance address), you should also specify the Address Code and the address that is being replaced. If any of the information on this form changes after submission (i.e., name, address or tax identification number), please e-mail the Contracts & Procurements unit at C&P@Mass.Gov to obtain assistance in updating this information.

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

Please complete the Contractor Authorized Signatory Listing form. Please make sure that the individual(s) who are authorized to sign the contractual documents for this grant are listed in the middle of the page, with their name(s) and job title(s). The individual who certifies this authorization must hold one of the following titles: President, CEO, CFO, Corporate Clerk, or Legal Counsel.

This form is used to verify that the person signing the contractual documents is specifically authorized to execute and bind the organization into a contractual relationship with the Commonwealth of Massachusetts, Executive Office of Labor and Workforce Development, Department of Industrial Accidents, Office of Safety. The information provided on this form will be confirmed by the Executive Office of Labor and Workforce Development by comparing the names and titles provided on the form against what is on record with the Commonwealth of Massachusetts Secretary of State's Corporate Division.

## **ELECTRONIC FUNDS TRANSFER SIGN UP FORM EFT**

Please complete this form in its entirety, sign, date, and return. The "Vendor" will be considered to be the same as the "Contractor," and the pertinent information (Tax Identification Number, Name, Address, etc.) should be the same as on other contract forms. Please check off one of the two boxes near the bottom of the page which ask if the funds in the bank account are subject to transfer to a foreign bank account.

## **CERTIFICATE OF GOOD STANDING**

You will need to obtain this form from the Department of Revenue. Applicants must provide a Massachusetts Department of Revenue Certificate of Good Standing that is less than 6 months old at the time of submission. You can obtain a certificate through Department of Revenue at <https://mtc.dor.state.ma.us/mtc>. Please refer any questions you may have to the DOR Certificate Unit at 617-887-6367. **A certificate from Secretary of State's Office will not be accepted.**

## **DEPARTMENT OF UNEMPLOYMENT CERTIFICATE**

You will need to obtain a certificate of Unemployment Insurance Compliance from the Office of Unemployment Insurance. The fastest and easiest way to obtain a DUA Certificate is to apply online at <https://uionline.detma.org/Employer/Core/Login.ASPX>. Self insured or reimbursable employers can get certificates of compliance from DUA via your UI Online account.

## **COMMBUYS REGISTRATION**

While you may previously have been registered as a seller in Comm-PASS, no vendor registration was transferred to COMMBUYS, so you must now register as a seller in COMMBUYS. To assist you in the registration process, The Operational Services Division (OSD) has provided a series of COMMBUYS job aids and on-line learning videos for use as you transition to COMMBUYS.

COMMBUYS registration is easy! It takes just two simple steps:

1. Go to the COMMBUYS landing page at [www.COMMBUYS.com](http://www.COMMBUYS.com).
2. Select the first link titled REGISTER and complete registration. There is no cost.
3. You must register and select the United Nations Standard Products and Services Code (UNSPSC) 84-10-16.

## **DO's & DON'T's**

**Do** download and complete all contractual documents online only and type all requested information, remembering the **electronic** signature on all documents except for the SCF.\*\*

**Do** include (1) copy of your Certificate of Good Standing and (1) copy of your Certificate of Unemployment with your contractual documents

**Do** read the instructions thoroughly

**Do** include all original documents that are listed on the contractual check-off summary

**Do** use the proper legal name of the company throughout the documents. (List the dba where indicated.)\*

**Do** use the legal address on all documents. (A remittance address can be included on the W-9.)\*

**Do** print and sign the Signatory's name consistently throughout the documents. (If the Signatory signs with her/his middle name on one form, s/he should continue to do so on all the forms.)

**Do** use only one FEIN number on the Contract documents.

**Do** obtain the Certificate of Good Standing from the Department of Revenue, not from the Secretary of State's Office.)

**Do** obtain the Certificate of Unemployment from the Office of Unemployment Insurance.

**Do** submit a current Certificate of Good Standing. (current means the CGS must have an issued date that is within 6 months from the grant submission.)

**Do** ensure that your Unemployment Insurance, Universal Health Insurance and Fair Share Contribution taxes are up to date and that your Workers Compensation Policy is current. (Non-compliance will cause delays in the process.)

**Do** ensure that your current Board of Directors is listed with the Secretary of State's Office. \*

**Do** list the Signatory on the Contractor Authorized Signatory Listing Form. (Include the Signatory's name and title on the listing as an Authorized Signatory.)

**Do** use the Massachusetts Substitute W-9 Form, not the Form W-9 from the Department of Treasury Internal Revenue Service.

**Do** scan and email documents according to the check of summary.

\* We verify legal name, legal address and incumbency of officers / directors via the Secretary of State website (<http://www.sec.state.ma.us>)

## **DON'T**

**Don't** start services prior to the execution of your Contract. (Payment will not be made for services that are not covered)

**Don't** enter the start and end dates on the Contract. (The Agency enters the authorized dates.)

**Don't** use white out or correction tape. It invalidates the form.

**Don't** submit a blank Electronic Funds Transfer (EFT) form with the information attached. (The form requires contact information, a signature, and a voided check or bank letter)

**Don't** substitute forms in the Contract Package. (The forms are continuously updated; alternate/outdated forms are invalid)

**Don't** change the company / organization name/address/bank account without notifying the Department Contract Manager. (It will delay Contract execution and / or payments)

**Don't** change/add/delete language to the forms. (Changes will invalidate the document)



# CONTRACTUAL DOCUMENTS CHECK OFF SUMMARY

Prepare and submit original contractual documents according to the following outline

**INCOMPLETE CONTRACTUAL DOCUMENTS WILL HOLD UP PROCESSING AND YOU MAY BE CONTACTED BY THE CONTRACTS & PROCUREMENT UNIT**

Commonwealth of Massachusetts Standard Contract Form (unsigned) Please do not sign this document. Signature of the Standard Contract Form will occur after grant award.

Request for Taxpayer Information Number and Certification (W9) Form

Contractor Authorized Signatory Listing (CASL)

Electronic Funds Transfer Payments (EFT)

Certificate of Good Standing from the Department of Revenue (DOR) - The fastest and easiest way to obtain a Certificate is online through MassTaxConnect <https://mtc.dor.state.ma.us/mtc> and click on the tab (I Want To). A Certificate of Good Standing less than 6 months old must be provided at the time of submission.

A certificate of Unemployment Insurance Compliance from the Office of Unemployment Insurance. The fastest and easiest way to obtain a DUA Certificate is to apply online at <https://uionline.detma.org/Employer/Core/Login.ASPX>

COMMBUYS Registration; since your business may have an active contract with our department, it is necessary for you to register your business with COMMBUYS. COMMBUYS is the Commonwealth's state-of-the-art electronic Market Center supporting online commerce between government purchasers and businesses. Register with COMMBUYS online at <https://www.commbuys.com>. If you have questions or need assistance with registration, please refer any questions you may have to the COMMBUYS Helpdesk at 1-888-627-8283. **If you are already registered with COMMBUYS please skip this step.**

**CONTRACTUAL DOCUMENTS MUST BE DOWNLOADED AND SUBMITTED ELECTRONICALLY TO CONTRACTS AND PROCUREMENT**

[CandP@Mass.Gov](mailto:CandP@Mass.Gov)  
and  
[Safety@Mass.Gov](mailto:Safety@Mass.Gov)

If you have questions or need assistance with **the contractual portion only**, please refer all questions to

[CandP@Mass.Gov](mailto:CandP@Mass.Gov)



## 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.**

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

<b>CONTRACTOR LEGAL NAME:</b> (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Ex Office of Labor & Workforce Development/Department of Industrial Accidents MMARS Department Code: EOL	
<b>Legal Address: (W-9, W-4):</b>		<b>Business Mailing Address:</b> 19 Staniford St, Boston, MA 02114	
<b>Contract Manager:</b>	<b>Phone:</b>	<b>Billing Address (if different):</b> <a href="mailto:accounts.payable@detma.org">accounts.payable@detma.org</a>	
<b>E-Mail:</b>	<b>Fax:</b>	<b>Contract Manager:</b> William Taupier	<b>Phone:</b> 857-321-7560
<b>Contractor Vendor Code: VC</b>		<b>E-Mail:</b> <a href="mailto:bill.taupier@mass.gov">bill.taupier@mass.gov</a>	<b>Fax:</b>
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD__ (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> CT EOL 0999 23SAFETY7003050000	
<b>RFR/Procurement or Other ID Number:</b> BD-22-1043-DAO01-32500-73834			
<div style="text-align: center;"><u><b>X</b></u> <b>NEW CONTRACT</b></div> <b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <b>Department Procurement</b> (includes all Grants - <a href="#">815 CMR 2.00</a> ) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget) <input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<div style="text-align: center;"><u>      </u> <b>CONTRACT AMENDMENT</b></div> Enter <b>Current Contract End Date</b> <u>Prior</u> to Amendment: ____, 20 ____. Enter <b>Amendment Amount:</b> \$ _____. (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b> <input type="checkbox"/> <b>Amendment to Date, Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <u>X</u> <a href="#">Commonwealth Terms and Conditions</a> <u>      </u> <a href="#">Commonwealth Terms and Conditions For Human and Social Services</a> <u>      </u> <a href="#">Commonwealth IT Terms and Conditions</a>			
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under <a href="#">815 CMR 9.00</a> . <u>X</u> <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.) <u>      </u> <b>Maximum Obligation Contract.</b> Enter total maximum obligation for total duration of this contract (or <b>new</b> total if Contract is being amended). \$ _____.			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <b>accelerated</b> payments must identify a PPD as follows: Payment issued within 10 days <u>      </u> % PPD; Payment issued within 15 days <u>      </u> % PPD; Payment issued within 20 days <u>      </u> % PPD; Payment issued within 30 days <u>      </u> % PPD. If PPD percentages are left blank, identify reason: <u>X</u> agree to standard 45 day cycle <u>      </u> statutory/legal or Ready Payments ( <a href="#">M.G.L. c. 29, § 23A</a> ); <u>      </u> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) <b>SAFETY GRANT.</b>			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <u>X</u> 1. may be incurred as of the Effective Date (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <u>      </u> 2. may be incurred as of ____, 20 ____, a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <u>      </u> 3. were incurred as of ____, 20 ____, a date <b>PRIOR</b> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>6/30, 2023</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "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 <a href="#">801 CMR 21.07</a> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b>  X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature)  Print Name: _____ Print Title: _____		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b>  X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature)  Print Name: _____ Print Title: _____	



**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.

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

DBA 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. City: State: Zip code:

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

Company/Taxpayer Tax Identification Number (9 digits EIN or SSN) <b>Vendors:</b> Dunn and Bradstreet Universal Numbering System (DUNS) All vendors that receive federal grant funds must submit their DUNS number. Please confirm with the state agency if this is required.	EIN:	SSN:	DUNS:
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**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 ►

Printed Name ►

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

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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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).

<sup>4</sup> 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.

# COMMONWEALTH OF MASSACHUSETTS

## CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May

2004



**CONTRACTOR LEGAL NAME :**

**CONTRACTOR VENDOR/CUSTOMER CODE:**

**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.)

**NOTICE:** *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.*

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.

AUTHORIZED SIGNATORY NAME	TITLE

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for 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 below 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.

\_\_\_\_\_  
Signature

Date:

Title:

Telephone:

Fax:

Email:

[Listing can not be accepted without all of this information completed.]

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



COMMONWEALTH OF MASSACHUSETTS  
OFFICE OF THE COMPTROLLER

**Electronic Funds Transfer (EFT) Authorization Agreement**

Complete this form to enroll, modify, or terminate an existing in electronic funds transfer (EFT) agreement with the Commonwealth of Massachusetts Departments.

<b>PART I: REASON FOR SUBMISSION</b> – See Instructions on Page 2				
New Enrollment	Change Enrollment	Cancel Enrollment	<b>Document Included:</b> Voided Check      Bank Letter	
<b>PART II: ACCOUNT HOLDER INFORMATION-</b> See Instructions on Page 2				
Account Holder Legal Name:			DBA Name:	
Street Address:		City:	State:	Zip Code:
Account Holder Tax Identification Number (9 digits EIN or SSN)		EIN:	SSN:	
<b>PART III: FINANCIAL INSTITUTION INFORMATION-</b> See Instructions on Page 2				
Financial Institution Name:				
Routing Number (only nine digits):		Account Number:	Account Type (Checking or Saving):	
<b>IF YOU ARE MODIFYING BANKING INFORMATION, YOU MUST INCLUDE YOUR OLD BANK INFORMATION OR YOUR REQUEST WILL BE RETURNED</b>				
Old Financial Institution Name:				
Old Routing Number (only 9 digits):		Old Account Number:	Old Account Type(Checking or Saving):	
<b>PART IV: VENDOR/CUSTOMER CONTACT INFORMATION:</b> This is the person we will contact for any questions regarding this EFT – See Instructions on Page 2				
Contact Person's Name:		Contact Person's Title:		
Contact Person's Phone:		Contact Person's Email Address:		
<b>PART V: AUTHORIZATION-</b> See Instructions on Page 2				

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 must sign and mail this EFT form and include a confirmation of account information on bank letterhead or a void check and mail to the Commonwealth Department you are doing business with.**

Account Holder Authorized Signature:	Print Name:	Date:
	Title	



**PART VI: VERIFICATION FROM THE COMMONWEALTH DEPARTMENT – See Instructions on Page 2**

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:

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Phone # \_\_\_\_\_

**INSTRUCTIONS FOR COMPLETING THE EFT AUTHORIZATION AGREEMENT**

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.

**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).
- DBA Name: Enter the DBA 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: Enter the account type (Checking or Saving).
- If account holder is changing the banking information, you must provide OLD banking information.
- Old Financial Institution Name: Enter your Financial Institution's name (this is the name of the bank or qualifying depository that will receive 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 Saving).
  - **NOTE:** Supporting bank documents must be in the account holder legal name only.
- If you do not submit this information, your EFT authorization agreement will be returned without further processing.

**PART IV: CONTACT INFORMATION**

- Enter the name and title of a contact person who can answer questions about the information submitted on this EFT form.
- Enter the contact person's telephone number. Enter the contact person's e-mail address.

**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.
- Mail this form with the original signature in black or blue ink (no facsimile signatures can be accepted) to the Commonwealth Department that you 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.