

**Commonwealth of Massachusetts**  
**Norfolk Sheriff's Office**



**CHALLENGE COURSE**  
**RFP**

**Coordinator:**

Brian McNamee  
200 West Street, P.O. Box 149  
Dedham, MA 02027  
[bmcnamee@norfolksheriffma.org](mailto:bmcnamee@norfolksheriffma.org)

**Bidders' Conference:**

A site walk through will be held prior to Bid submission. Site walk through is MANDATORY. The NSO will accommodate site walks on **Tuesday March 24 @11am OR Wednesday March 25 @11am**. The site is located at 2015 Washington Street, Braintree, MA 02184.

**Deadline for Submitted Questions:**

March 27, 2015 @5pm

**Proposals Due:**

April 3, 2015 @5pm

**Submit to:**

Norfolk Sheriff Office  
Challenge Course RFP  
200 West Street, P.O. Box 149  
Dedham, MA 02027

Attn: Brian McNamee, Director of Finance

**From the time of RFP issuance until award notification, all contact regarding this RFP must be made through the aforementioned RFP Coordinator. No other person or NSO employee is empowered to make binding statements regarding this RFP. Violation of this provision may lead to disqualification from the bidding process, at the NSO's discretion.**

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## Public Notice

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### Norfolk Sheriff Office Public Notice for RFP Challenge Course

In accordance with Norfolk Sheriff Office procurement practices, the Norfolk Sheriff is hereby announcing the publication of a Request for Proposal (RFP) for the purchase of the aforementioned construction project.

A copy of the RFP can be obtained by visiting the Norfolk Sheriff's Office website, the Central Register or the Patriot Ledger newspaper. The NSO encourages all interested vendors to obtain a copy of the RFP and submit a competitive proposal.

A site walk through will be held prior to Bid submission. All Bidders are **REQUIRED** to attend and have the option of one of two sessions: **Tuesday March 24 @11am OR Wednesday March 25 @11am**. The site is located at 2015 Washington Street, Braintree, MA 02184.

Responses must be delivered via USPS or commercial carrier to the Norfolk Sheriff's Office, 200 West Street, PO Box 149, Dedham MA 02027. Proposals must be submitted by April 3 @5pm and be clearly marked **Challenge Course RFP**. Proposals not received at the aforementioned address by the aforementioned deadline will not be considered.

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## **PART I INTRODUCTION**

### **A. Purpose and Background**

The Norfolk Sheriff's Office (NSO) is soliciting Proposals from qualified Bidders to provide design, construction, safety equipment and training services for the Norfolk Sheriff's Office at its Braintree location. This project will add two elements to an existing "Challenge Course" (aka High Ropes Course), hereafter called "Challenge Course." This project will also relocate the element "Incline Log" to another position on the course, and will eliminate the existing element known as "Tired-Two Line" and replace it with the "Incline Log."

### **B. General Provisions**

**To be considered a qualified Bid, the Bidder must meet all the following requirements:**

- Insured for general liability.
- Adhere to the current Challenge Course Installation Standards as set forth by the Association for Challenge Course Technology. The proposal must meet or exceed these standards and any other relevant application standards such as local building codes and Commonwealth of Massachusetts Department of Public Safety requirements for a License to Operate.
- Provide training and orientation to the elements such that the Norfolk Sheriff's Office can establish new safety procedures and policies.

**Additionally the final design, commission, construction and training must:**

- Be completed on or before June 12, 2015.
- Offer appropriate activities and challenges to participants ranging from middle and high school aged youths to adults.
- Contain elements and activities that allow climbers to belay and direct themselves individually and independently.
- Contain elements and activities that allow multiple climbers to engage simultaneously
- Contain elements and activities that can be configured to require climbers to work together to complete the element.
- Allow climbers to access the course and descend from the course upon completion without the use of a staff member acting as a belayer.

Contain precautionary safeguards which prevent unauthorized users from accessing the course.

**C. Eligibility to Submit Bids**

- Public agencies, private for-profit companies, and non-profit companies and institutions are invited to submit Bids in response to this Request for Proposal.

**D. Contract Term**

- The anticipated term of this contract is roughly 60 days, from April 10- June 12, 2015. If awarded the contract, the Bidder will execute a contract with NSO, which will incorporate the submitted RFP and all its Terms and Conditions. The contract will conform to all applicable federal, state and local laws and regulations.

**E. Number of Awards**

- One contract will be awarded on or around April 10, 2015. It will be awarded to the Bidder meeting all specifications set forth within this RFP consistent with the “lowest Bid” standard.
- The “lowest Bid” standard, as defined under the Massachusetts General Laws, shall mean the lowest responsible and eligible Bidder “whose Bid is the lowest of those Bidders possessing the skill, ability, and integrity necessary for the faithful performance of the work.” M.G.L. c.30 §39(c)(1). Please refer to Part V of the RFP for a more thorough analysis.
- Bidders will not be deemed responsive if unable to meet all specifications, including time requirements, as set forth in this Bid.
- The NSO reserves the right to reject all bids in whole or in part.

**F. Insurance**

The contractor shall, without expense to the Norfolk Sheriff's Office, maintain during the term of the agreement bodily injury liability and property damage liability insurance as follows:

- Bodily injury liability insurance, including accidental death with limits of not less than \$500,000 for each occurrence and \$1,000,000 aggregate.
- Property damage liability insurance with a limit of not less than \$1,000,000 aggregate.
- If automotive equipment is used in the operation, automotive bodily injury and property damage combined insurance of not less than \$500,000.00 for each occurrence.
- Certificate for insurance evidencing the above coverage shall be forwarded to the Norfolk Sheriff's Office with bid submission. All policies and certificates shall be endorsed to provide the following clause:

*“It is understood and agreed that the Insurance Company shall notify the Norfolk Sheriff’s Office ten (10) days in advance of the effective date of any reduction in or cancellation of this policy.”*

- The insurance companies providing the above insurances shall be approved by the Norfolk Sheriff’s Office. Notices of policy changes shall be furnished to the Norfolk Sheriff’s Office.

**G. Workman’s Compensation**

- The contractor shall comply with all applicable Federal and State laws with regard to liability arising or resulting from injury to or death of his employees in performing the work under this contract, and shall carry workmen’s compensation insurance as required by the laws.

**H. Subcontracts**

- Any subcontract entered into by the Bidder for the purposes of fulfilling the obligation under their Bid must be in writing, authorized in advance by the Norfolk Sheriff’s Office and shall be consistent with, and subject to, the provisions of the Commonwealth Terms and Conditions and the contract itself. Subcontracts shall not relieve or discharge the contractor from any duty, obligation, responsibility or liability arising under the contract. The Norfolk Sheriff’s Office 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 part. The Norfolk Sheriff’s Office shall not make any payments to subcontractors. All payments shall be made to the awarded vendor.

**PART II SCOPE OF SERVICES TO BE PROVIDED**

**A. Specific design notes:**

- This bid should include the relocation of the existing element “Incline Log” to replace the existing element “Tired Two Line.” This is to allow for the construction of the new elements in a loop. (See Appendix B) The new construction project will add 2 new telephone poles onto the existing Challenge Course structure. These, along with 2 existing poles, will form the corners of a new series of climbing and traversing elements.
- The new design will include self-belayed access to the first level of elements. This access must be designed to prevent access to the course when the course is not in use. The first level of elements will be arranged in a loop, at which point there will be access to the second level of elements. This second level of elements will again form a loop, at the finish of which will be an exit element, or auto-belay device, which allows climbers back down to the ground.
- Construction and design shall be such that all climbers will always be safely secured at height throughout every stage of the Course. This should be achieved through a combination of ISC brand ALF(tm) climb assist pulleys and ISC brand KY004 Ring Key and KY 005 Wire Key releases at appropriate points on the course so as to be used in conjunction with ISC brand SmartSnap(tm) continuous attachment devices. The bid should include supply



and installation of climb assist pulleys; exit element or auto-belay device and appropriate ring key / wire key releases. The bid should NOT include the supply of SmartSnap continuous attachment devices, harnesses, lanyards or other replaceable participant safety devices.

- The goal of the design is to create a self-directed series of challenges that requires minimal staff interaction and oversight. Ideally these challenges will require extensive teamwork to complete, or be designed in such a way that they may be completed by an individual and reconfigured for a team challenge.
- Although the configuration of the poles and a flow of elements have been suggested (see Appendix C), *the design, flow and function of the elements and their safety systems is at the discretion of the Bidder so long as they comply with current Challenge Course Installation standards.* Creativity and interesting design are encouraged and will be taken into consideration when awarding the contract.

**B. Existing conditions:**

- The Challenge Course presently consists of 25 telephone poles providing the structure for 23 climbing elements (see Appendix A). All present elements are dynamically belayed from the ground. Construction of the existing elements occurred in several phases starting in 2002. The Challenge Course sits on land owned by the Town of Braintree, but leased by the Norfolk Sheriff’s Office. The site is partially wooded with some trees near the course. On the suggested site of the new construction there is ample room to place poles and necessary guy cables.
- Bidder must follow the vendor security policy. All vendor personnel will be required to pass a security clearance before performing work at the NSO. The vendor will absorb all costs associated with security issues (vehicle inspection, etc.).

**PART III KEY RFP EVENTS**

**A. Timeline of Events**

Event Name	Event Date and Time
Proposal Release Date	March 16, 2015 @ 11 am
Bidders’ Conference	March 24 OR 25, 2015 @ 11am
Due Date for Receipt of Written Questions	March 27, 2015 @ 5pm
Due Date for Reply to Questions	March 31, 2015 @ 5pm
Due Date for Receipt of Proposals	April 3, 2015 @ 5pm
Estimated Contract Start Date (subject to change)	April 10, 2015
Timeline Subject to Change at the Discretion of the NSO	

## **B. Bidders Conference and Site Walk**

- The NSO will hold a Bidders' Conference and Site Walk at the Challenge Course location, 1215 Washington Street, Braintree MA 02184 on March 24 **OR** March 25 @11am. As an accommodation, sessions will be held on both days. Attendance at one is mandatory.
- The purpose of the Bidders' Conference is to field and answer questions, clarify any aspect of the RFP requirements and provide supplemental information to assist Bidders in submitting responses to the RFP. Attendance is mandatory.

## **C. Questions**

### **1. General Instructions:**

- It is the responsibility of each Bidder to examine the entire RFP and to seek clarification in writing if the Bidder does not understand any information or instructions.
- Questions regarding the RFP must be submitted via email and received by the RFP Coordinator listed on the cover page of this RFP document as soon as possible but no later than the submitted question deadline.
- Questions may be submitted by e-mail, and include the RFP Title in the subject line. The Department assumes no liability for assuring accurate/complete/on time e-mail transmission and receipt.
- Include a heading with the RFP Title. Be sure to refer to the page number and paragraph within this RFP relevant to the question presented for clarification, if applicable.

### **2. Summary of Questions and Answers:**

- Responses to questions will be answered and posted on the NSO website no later than March 31 @5pm, 2015. Only those answers issued in writing and posted to the NSO website by the RFP Coordinator will be considered binding. The NSO reserves the right to answer or not answer any question received.

## **D. Submitting the Proposal**

### **1. Proposals Due:**

- Proposals must be received no later than the deadline of **April 3 @5pm**. Proposals received after the deadline will not be accepted.

### **2. Mailing/Delivery Instructions:**

- The proposals are to be submitted to the RFP Coordinator at the NSO.

- Only proposals received at the official delivery site prior to the stated deadline will be considered. Bidders submitting proposals are responsible for allowing adequate time for delivery. Proposals received after April 3 @5pm will not be accepted. Postmarks do not count and fax or electronic mail transmissions are not permitted. Proposals must be delivered via USPS or commercial carrier to the Norfolk Sheriff's Office.
- The Bidder must send its proposal in a sealed package including **two originals**. Please clearly label the original.
- Address each package as follows (and be sure to include the Bidder's full business name and address as well as the RFP Title):

<p>Bidder Name/Return Address</p> <p style="text-align: center;">           Norfolk Sheriff's Office            200 West Street, PO Box 149            Dedham, MA 02027            Attn: Brian McNamee, Director of Finance         </p> <p style="text-align: center;">Re: RFP CHALLENGE COURSE</p>
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#### **PART IV PROPOSAL SUBMISSION REQUIREMENTS**

- An **original and one copy** of the application must be received no later than **April 3 @ 5pm, 2015**. Partial or incomplete Bids may be deemed non-responsive. Delivery of the Bids shall be at the Bidder's expense. **Late submissions will be rejected and returned to the Bidder unopened.**

#### **Proposal Format**

- The proposal must be typed. Proposals should be single-spaced with 1" margins on white 8 1/2" x 11" paper.
- All pages should be numbered consecutively beginning with the first page of the narrative (not including the cover page or table of contents page) through to the end, including all forms and attachments. The Bidder's name should appear on every page, including attachments. Each attachment must reference the section or subsection number to which it corresponds.
- Bidders are asked to be brief and to respond to each question and instruction listed in the "Proposal Submission Requirements" section of this RFP. Number each response in the proposal to correspond to the relevant question or instruction of the RFP.
- The Bidder may not provide additional attachments beyond those specified in the RFP for

the purpose of extending their response. Bidders shall not include brochures or other promotional material with their proposals. Additional materials will not be considered part of the proposal and will not be evaluated.

- Include any forms provided in the application package or reproduce those forms as closely as possible. All information should be presented in the same order and format as described in the RFP.
- It is the responsibility of the Bidder to provide all information requested in the RFP package at the time of submission. Failure to provide information requested in this RFP may, at the discretion of the RFP Coordinator, result in the proposal being disqualified.
- Bidders should complete and submit the proposal cover page provided in this RFP and include it with the Bidder's proposal. The cover page must be the first page of the proposal package. It is important that the cover page show the specific information requested, including Bidder address and other details listed. The proposal cover page shall be dated and signed by a person authorized to enter into contracts on behalf of the Bidder.

#### **A. Deposit**

- Each Bidder shall provide a deposit in the amount of 5% of the total bid value. This deposit must be payable to the Treasurer of the Commonwealth in the form of a certified cashier's check. The awarded vendor's check will be cashed and applied towards the total bid value on or around the award date, April 3, 2015.

#### **B. Payment Bond**

- A payment bond in the amount of 50% of the total bid value will be required prior to contract beginning.

#### **C. Performance Bond**

- A performance bond is not required.

#### **E. Prevailing Wage**

- Bidders shall use the prevailing wage standard when allocating labor costs.

#### **F. Permits and DigSafe Compliance**

- The awarded vendor must seek and obtain all necessary permitting prior to beginning the project. Also, a DigSafe compliance certificate must be provided prior to beginning construction.

#### **G. Occupational Safety and Health Administration (OSHA)**

- As per Massachusetts General Law c. 30 § 39(c)(1), all Bidder employees employed at the worksite shall be OSHA certified.

## **H. Proposal Contents**

### **Section I Organization Qualifications and Experience**

#### **1. Overview of the Organization**

- Present a brief statement of qualifications and short summary of relevant experience. If subcontractors are to be used, provide a list that specifies the name, address, phone number, contact person, and a brief description of the subcontractors' organizational capacity and qualifications.

#### **2. Organization Location and Licensure**

- Location of the corporate headquarters. Also, describe the location where services will be provided from or from which the contract will be managed.
- Attach documentation of any applicable Massachusetts licensure requirements (or any specific credentials required).
- Attach a certificate of insurance on a standard Acord form (or the equivalent) evidencing the Bidder's general liability, professional liability and any other relevant liability insurance policies that might be associated with this contract.

#### **3. Organizational Experience**

- Briefly describe the history of the Bidder's organization, particularly skills pertinent to the specific work required by the RFP and any special or unique characteristics of the organization which would make it especially qualified to perform the required work activities. Include similar information for any subcontractors.

#### **4. Description of Experience with Similar Projects**

- Provide a description of five projects that occurred within the past five years which reflect experience and expertise needed in performing the functions described in the "Scope of Services" portion of this RFP. For each of the five examples provided, a contact person from the client organization involved should be listed, along with that person's telephone number. Please note that the Bidder's contract history with the Commonwealth, whether favorable or not, may be considered in rating proposals even if not provided by the Bidder.
- If the Bidder has not provided similar services, note this, and describe experience with projects that highlight the Bidder's general capabilities.

### **Section II Proposed Services**

Discuss the Scope of Services referenced above in Part II of this RFP and what the Bidder will offer. Give particular attention to describing the methods and resources you will use and how you will accomplish the tasks involved. If subcontractors are involved, clearly identify the work each will perform.

## Section III Cost Proposal

### General Instructions

- The Bidder must submit **one cost proposal** that covers the entire period of the contract. Please use the expected contract start date of April 16, 2015 and an end date of June 12, 2015.
- The cost proposal shall include the costs necessary for the Bidder to fully comply with the contract terms and conditions and RFP requirements.
- Failure to provide the requested information may result in the exclusion of the proposal from consideration, at the discretion of the Department.
- No costs related to the preparation of the proposal for this RFP or to the negotiation of the contract with the Department may be included in the proposal. Only costs to be incurred after the contract effective date that are specifically related to the implementation or operation of contracted services may be included.

### Section IV Required Proposal Attachments

- The following documents must be attached to the back of each Bidder's proposal in the order as numbered below. The required documents will be reviewed and by the Department's evaluation team. Responders are cautioned that it is their responsibility to submit all required documents asked for in this Request for Proposal. This list is only supplied for the convenience of the Responder and does not release the Responder from the Requirements of this response document and/or statutory requirements.

**TWO** original Responses with original signatures which include the following forms:

1. Cover Page
2. Minimum Criteria Sheet
3. Form for General Bid
4. Bidders Qualifications
5. References
6. Certificate of Tax Compliance
7. **\*\*\*Certificate of Non Collusion\*\*\***
8. Federal Debarment/Suspension
9. Northern Ireland Notice and certification
10. Massachusetts W-9 Form
11. Electronic Funds Transfer
12. PREA Contract Addendum with original signatures
13. Prompt Payment Discount Form with original signatures
14. Standard Contract Forms with original signatures
15. Commonwealth of Massachusetts Terms and Conditions Form with original signatures
16. Authorized Signatory Form

17. Proof of Certificate of Insurance – Bidder Shall Provide
18. Proof of Certification of doing business in the State of Massachusetts – Bidder Shall Provide
19. Bid Deposit – Bidder Shall Provide
20. Payment Bond 50% - Bidder Shall Provide

## **PART V PROPOSAL EVALUATION AND SELECTION**

### **Evaluation Process – Bid Standard & General Information**

- This Proposal will be awarded by applying the “lowest bid” standard. The applicable sections read as follows:

(c) The term “lowest responsible and eligible bidder” shall mean the bidder: (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify, that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee;

M.G.L. c. 30 § 39(c)(1).

- Bidders will not be deemed responsive if unable to meet all specifications, including time requirements, as set forth in this Bid.

### **Selection and Award**

- Bids will be submitted in sealed form. Once opened and read, the project will be awarded to the lowest and responsible eligible Bidder. Lowest and eligible responsible Bidder is defined under law as the Bidder “whose bid is the lowest of those Bidders possessing the skill, ability, and integrity necessary for the faithful performance of the work.”
- The NSO will establish a selection Committee made up of the Director of Finance, an attorney, and a procurement officer. This three person Committee, after thoroughly evaluating the Bids by applying the “lowest responsible eligible Bidder” standard, will award the Contract.

## **PART VI CONTRACT ADMINISTRATION AND CONDITIONS**

- Contract and Contract Amendment Negotiation. The Department may negotiate with Selected Bidder(s) prior to execution of a Contract, and with Contractors after a Contract has been executed, as follows:

(a) The language of the RFP shall determine what elements of Contract performance or cost, within the scope of the original RFP and a Bidder's or Contractor's Response, may be negotiated. If the RFP is silent as to what can be negotiated, the Procuring Department and a Selected Bidder or Contractor may negotiate only the

details of performance identified within the scope of the original RFP and the Bidder's or Contractor's Response, and may not increase or change the scope of performance or costs.

(b) The Department and a Selected Bidder or Contractor may negotiate additional language which clarifies their understanding of, but does not change, the language of the Contract or Contract performance identified within the scope of the original RFP and the Bidder's or Contractor's Response.

(c) Notwithstanding 801 CMR 21.07(1)(a), the Department and a Selected Bidder or Contractor may negotiate a change in any element of Contract performance or cost, identified in the original RFP or the Bidder's or Contractor's Response, which results in lower costs or in a more cost effective or better value than was presented in the Bidder's or Contractor's originally selected Best Value Response.

▪ Contract Execution

(a) The identification of a Selected Bidder(s) shall create no contractual obligation on the Procuring Department or the State. Performance may not begin, until a Contract is properly executed. The execution of a Contract is conditioned upon the Procuring Department's acceptance of a Selected Bidder's Response excluding any clauses or sections that are stricken by the Department as unacceptable and including any additional negotiated language as authorized under 801 CMR 21.07(1).

(b) Commonwealth Terms and Conditions. An authorized signatory of a Bidder must execute a Commonwealth Terms and Conditions, which is executed only once and must be filed as prescribed by CTR. A Commonwealth Terms and Conditions will be incorporated by reference into and shall apply to any Contract for Commodities or Services, or both, that is executed by the Bidder and any Department of the State.

(c) Standard Contract Form. An authorized signatory of the Contractor and the Department must execute a Standard Contract Form for Procurements. The Contract shall incorporate by reference a Commonwealth Terms and Conditions and will include the RFP, the Bidder's Response, excluding any clauses or sections that are stricken by the Department as unacceptable and including any additional negotiated language as authorized.

(d) A Selected Bidder's Response shall be disqualified if the Procuring Department determines that the Bidder:

1. is intentionally or unreasonably delaying the timely execution of a Commonwealth Terms and Conditions or the Standard Contract Form or is unable to execute timely even for reasonable delays;
2. conditions execution of a Commonwealth Terms and Conditions or the Standard Contract Form upon the Procuring Department's acceptance of additional material or amended Contract terms and conditions, or specifies that the Bidder's



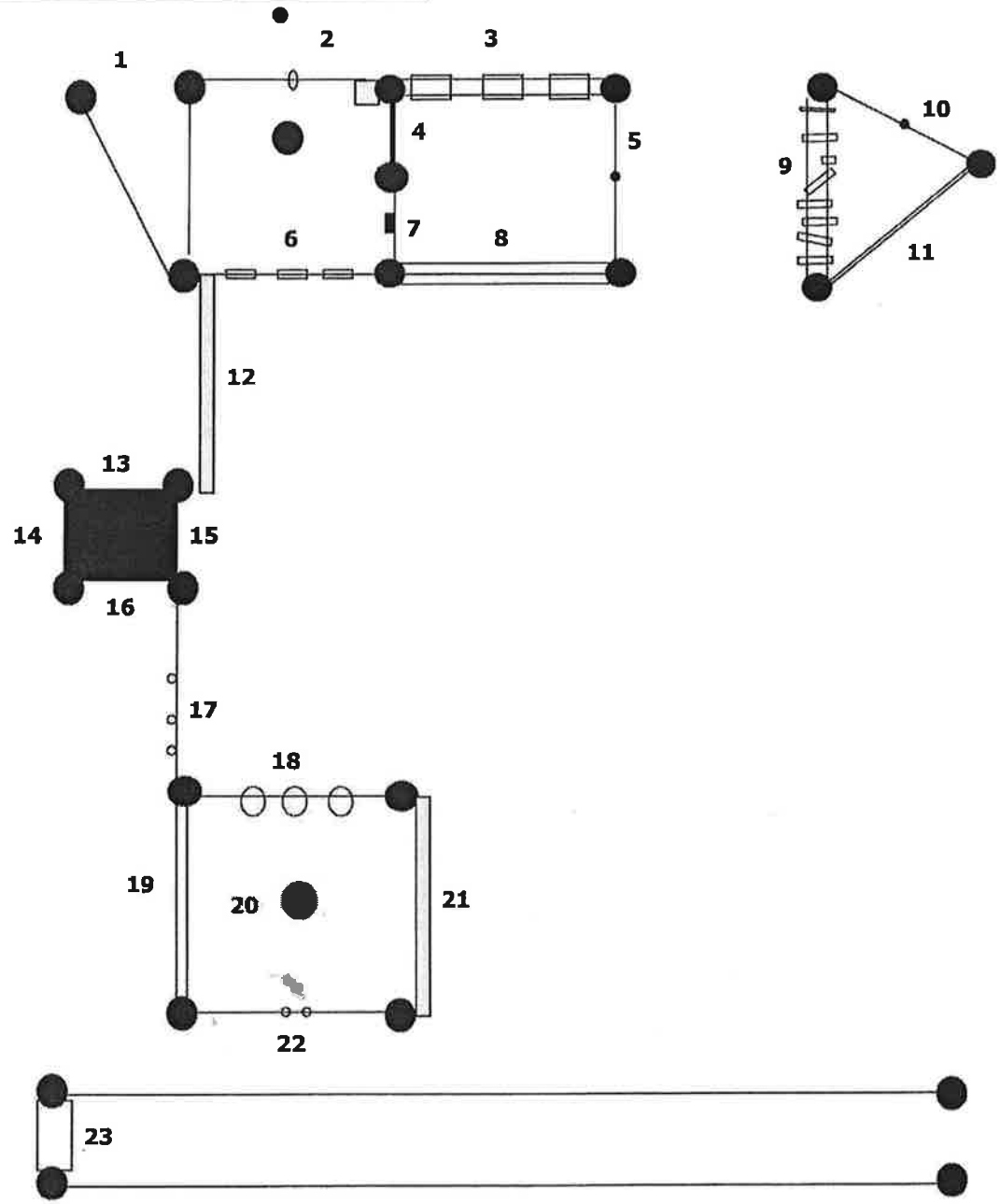
Response is "non-negotiable", "all-or-nothing" or that there can be "no substitutions;"

3. negotiates in bad faith;
4. refuses to execute a Commonwealth Terms and Conditions or the Standard Contract Form;
5. demands that the Department execute the Bidder's Contract form instead of a Commonwealth Terms and Conditions or the Standard Contract Form; or
6. is unable to reach final agreement on contractual terms with the Department within a reasonable time as determined by the Department.

(e) If a Selected Bidder's Response is disqualified, for any reason, the Procuring Department may negotiate a Contract with the next Best Value qualified Bidder(s).

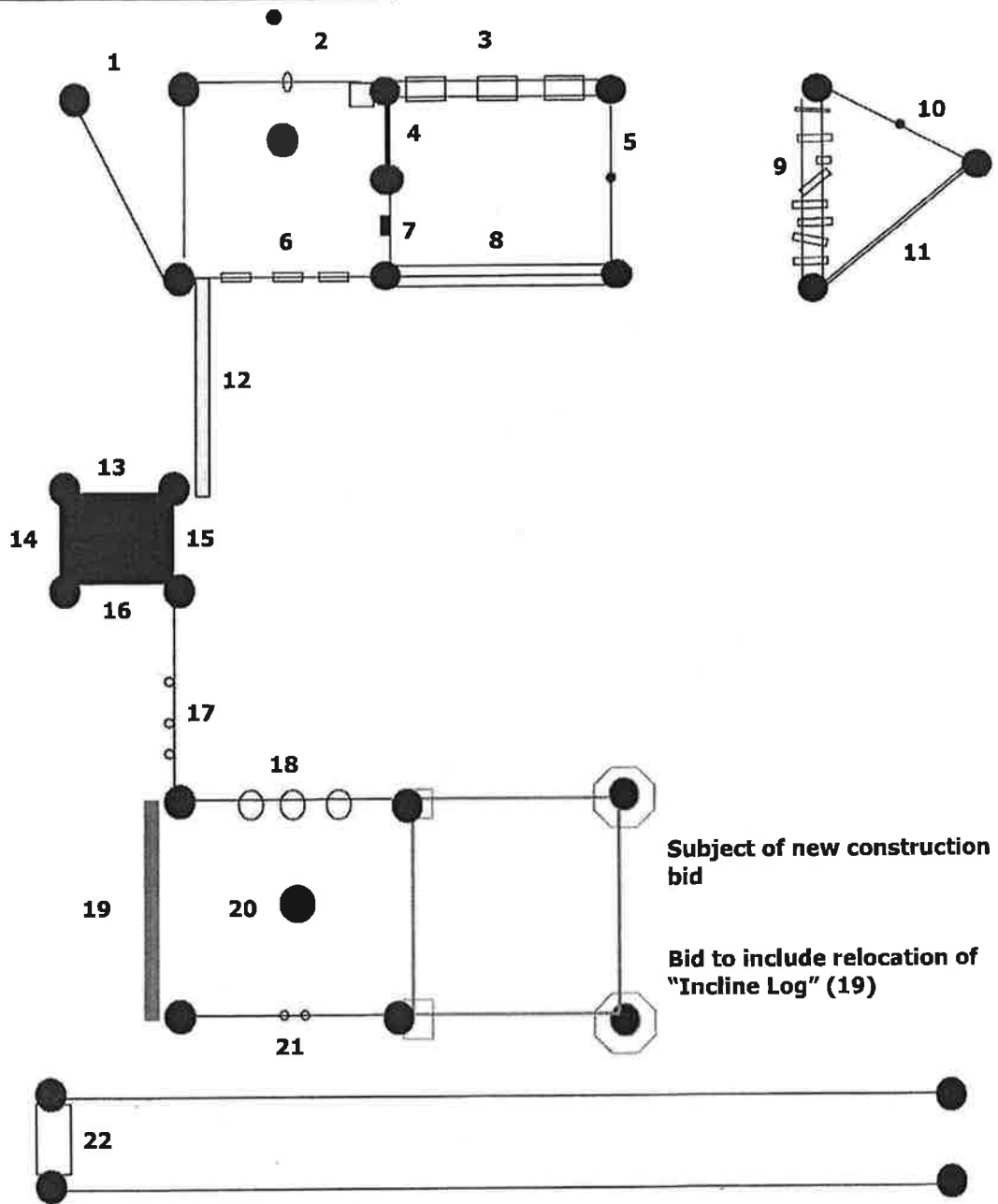
- Contract Effective Start Date. Notwithstanding verbal representations by the parties, or an earlier start date listed in the Standard Contract Form, the effective start date of a Contract shall be the latest of the following dates:
  - (a) the date the Standard Contract Form has been executed by an Authorized Signatory of the Procuring Department;
  - (b) a later date specified in the Standard Contract Form.

Appendix A. Braintree Challenge Course At Present



- Norfolk County Sheriff's Office  
Braintree Challenge Course**
- |                                 |                      |
|---------------------------------|----------------------|
| 1. Wilder Woozy                 | 13. Rockwall         |
| 2. Pamper Pole                  | 14. Rockwall         |
| 3. Islands in the Sky           | 15. Vertical Playpen |
| 4. Dangle Duo                   | 16. Rappel wall      |
| 5. Swing Shot / Flying Squirrel | 17. JeeBee lunge     |
| 6. Tires                        | 18. Lily Pads        |
| 7. Centipede                    | 19. Tired-two line   |
| 8. Burma Bridge                 | 20. Quadrophenia     |
| 9. Broken Bridge                | 21. Incline Log      |
| 10. Swing Shot Jnr              | 22. Pirates Crossing |
| 11. Cargo Net                   | 23. Tandem Zipline   |
| 12. Catwalk                     |                      |

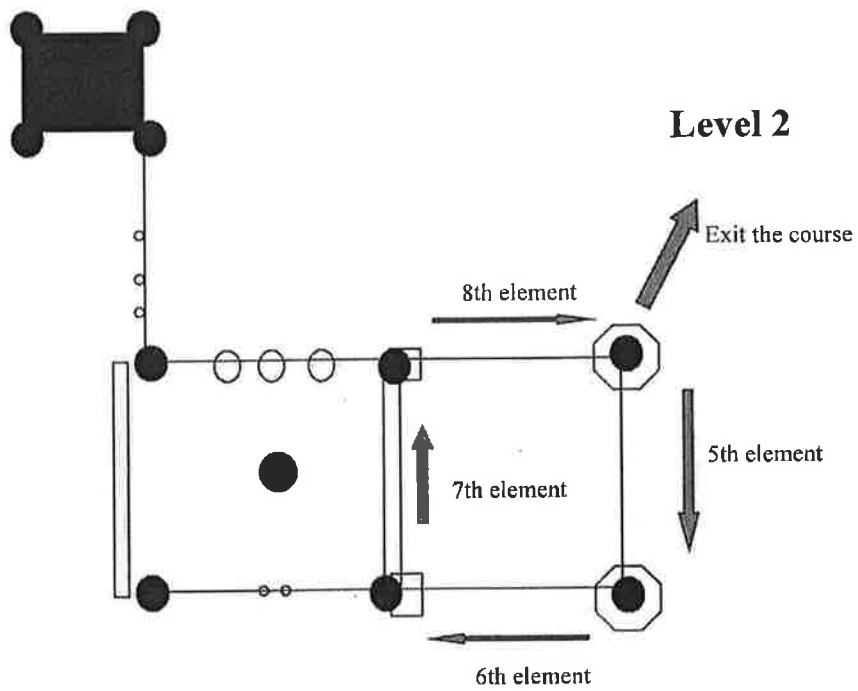
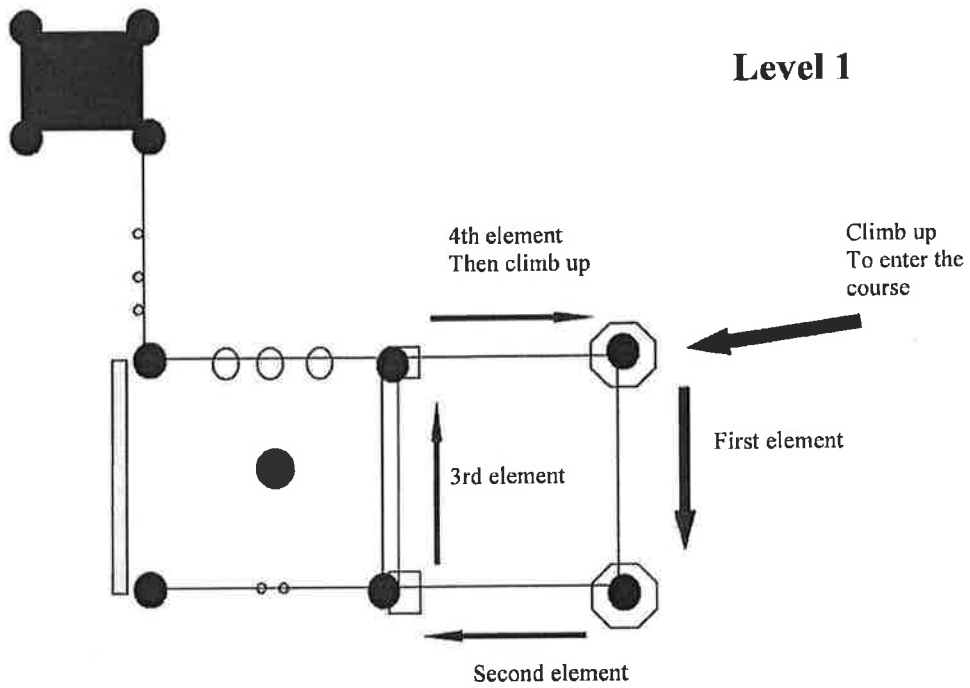
Appendix B. Braintree Challenge Course Extension Plan



**Norfolk County Sheriff's Office  
Braintree Challenge Course**

- |                                 |                      |
|---------------------------------|----------------------|
| 1. Wilder Woozy                 | 13. Rockwall         |
| 2. Pamper Pole                  | 14. Rockwall         |
| 3. Islands in the Sky           | 15. Vertical Playpen |
| 4. Dangle Duo                   | 16. Rappel wall      |
| 5. Swing Shot / Flying Squirrel | 17. JeeBee lunge     |
| 6. Tires                        | 18. Lily Pads        |
| 7. Centipede                    | 19. INCLINE LOG      |
| 8. Burma Bridge                 | 20. Quadrophenia     |
| 9. Broken Bridge                | 21. Pirates Crossing |
| 10. Swing Shot Jnr              | 22. Zipline          |
| 11. Cargo Net                   |                      |
| 12. Catwalk                     |                      |

Appendix C. Challenge Course Extension Suggested Flow



## RFP - REQUIRED SPECIFICATIONS

**Issue Date:**           **March 16, 2015**

In general, most of the required contractual stipulations are referenced in the *Standard Contract Form and Instructions* and the *Commonwealth Terms and Conditions* (either version).

Lowest Bid Selection and Negotiation. The Procurement Management Team (PMT) may select the response(s) which demonstrates the best value overall, including proposed alternatives that will achieve the procurement goals of the department. The PMT and a selected Bidder, or a contractor, may negotiate a change in any element of contract performance or cost identified in the original RFP or the selected Bidder's or contractor's response which results in lower costs or a more cost effective or better value than was presented in the selected Bidder's or contractor's original response.

Bidder Communication. Bidders are prohibited from communicating directly with any employee of the procuring department or any member of the PMT regarding this RFP except as specified in this RFP, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFP. Bidders may contact the contact person, prior to the due date of submission, for this RFP in the event this RFP is incomplete or the Bidder is having trouble obtaining any required attachments electronically through the Central Register or the NSO website.

Contract Expansion. If additional funds become available during the contract duration period, the department reserves the right to increase the maximum obligation to some or all contracts executed as a result of this RFP or to execute contracts with contractors not funded in the initial selection process, subject to available funding, satisfactory contract performance and service or commodity need.

Costs. Costs which are not specifically identified in the Bidder's response, and accepted by a department as part of a contract, will not be compensated under any contract awarded pursuant to this RFP. The Commonwealth will not be responsible for any costs or expenses incurred by Bidders responding to this RFP.

Electronic Communication/Update of Bidder's/Contractor's Contact Information. It is the responsibility of the prospective Bidder and awarded contractor to keep current the email address of the Bidder's contact person and prospective contract manager, if awarded a contract, and to monitor that email inbox for communications from the PMT, including requests for clarification. The PMT and the Commonwealth assume no responsibility if a prospective Bidder's/awarded contractor's designated email address is not current, or if technical problems, including those with the prospective Bidder's/awarded contractor's computer, network or internet service provider (ISP) cause email communications sent to/from the prospective Bidder/awarded contractor and the PMT to be lost or rejected by any means including email or spam filtering.

Electronic Funds Transfer (EFT). All Bidders responding to this RFP must agree to participate in the Commonwealth Electronic Funds Transfer (EFT) program for receiving payments, unless the Bidder can provide compelling proof that it would be unduly burdensome. EFT is a benefit to both contractors and the Commonwealth because it ensures fast, safe and reliable payment directly to contractors and saves both parties the cost of processing checks. Contractors are able to track and verify payments made electronically through the Comptroller's Vendor Web system. A link to the EFT application can be found on the [OSD Forms](#) page

([www.mass.gov/osd](http://www.mass.gov/osd)). Additional information about EFT is available on the [VendorWeb](#) site ([www.mass.gov/osc](http://www.mass.gov/osc)). Click on MASSfinance.

Successful Bidders, upon notification of contract award, will be required to enroll in EFT as a contract requirement by completing and submitting the *Authorization for Electronic Funds Payment Form* to this department for review, approval and forwarding to the NSO of the Comptroller. If the Bidder is already enrolled in the program, it may so indicate in its response. Because the *Authorization for Electronic Funds Payment Form* contains banking information, this form, and all information contained on this form, shall not be considered a public record and shall not be subject to public disclosure through a public records request.

The requirement to use EFT may be waived by the PMT on a case-by-case basis if participation in the program would be unduly burdensome on the Bidder. If a Bidder is claiming that this requirement is a hardship or unduly burdensome, the specific reason must be documented in its response. The PMT will consider such requests on a case-by-case basis and communicate the findings with the Bidder.

Minimum Bid Duration. Bidders responses/Bids made in response to this RFP must remain in effect for at least 45 days from the date of bid submission.

Pricing: Federal Government Services Administration (GSA) or Veteran's Administration Supply. The Commonwealth reserves the right to request from the successful Bidder(s) initial pricing schedules and periodic updates available under their GSA or other federal pricing contracts. In the absence of proprietary information being part of such contracts, compliance for submission of requested pricing information is expected within 30 days of any request. If the contractor receives a GSA or Veteran's Administration Supply contract at any time during this contract period, it must notify the Commonwealth contract manager.

Pricing: Price Limitation: The Bidder must agree that no other state or public entity customer within the United States of similar size and with similar terms and conditions shall receive a lower price for the same commodity and service during the contract period, unless this same lower price is immediately effective for the Commonwealth. If the Commonwealth believes that it is not receiving this lower price as required by this language, the Bidder must agree to provide current or historical pricing offered or negotiated with other state or public entities at any time during the contract period in the absence of proprietary information being part of such contracts.

Prompt Payment Discounts (PPD). All Bidders responding to this procurement must agree to offer discounts through participation in the Commonwealth Prompt Payment Discount (PPD) initiative for receiving early and/or on-time payments, unless the Bidder can provide compelling proof that it would be unduly burdensome. PPD benefits both contractors and the Commonwealth. Contractors benefit by increased, usable cash flow as a result of fast and efficient payments for commodities or services rendered. Participation in the Electronic Funds Transfer initiative further maximizes the benefits with payments directed to designated accounts, thus eliminating the impact of check clearance policies and traditional mail lead time or delays. The Commonwealth benefits because contractors reduce the cost of products and services through the applied discount. Payments that are processed electronically can be tracked and verified through the Comptroller's Vendor Web system. The PPD form can be found under the Forms and Terms tab of this solicitation.

Bidders must submit agreeable terms for Prompt Payment Discount using the PPD form within their proposal, unless otherwise specified by the PMT. The PMT will review, negotiate or reject the offering as deemed in the best interest of the Commonwealth.

The requirement to use PPD offerings may be waived by the PMT on a case-by-case basis if participation in the program would be unduly burdensome on the Bidder. If a Bidder is claiming that this requirement is a hardship or unduly burdensome, the specific reason must be documented in or attached to the PPD form.

Public Records. All responses and information submitted in response to this RFP are subject to the Massachusetts Public Records Law, M.G.L., c. 66, s. 10, and to c. 4, s. 7, ss. 26. Any statements in submitted responses that are inconsistent with these statutes shall be disregarded.

Reasonable Accommodation. Bidders with disabilities or hardships that seek reasonable accommodation, which may include the receipt of RFP information in an alternative format, must communicate such requests in writing to the contact person. Requests for accommodation will be addressed on a case by case basis. A Bidder requesting accommodation must submit a written statement which describes the Bidder's disability and the requested accommodation to the contact person for the RFP. The PMT reserves the right to reject unreasonable requests.

Restriction on the Use of the Commonwealth Seal. Bidders and contractors are not allowed to display the Commonwealth of Massachusetts Seal in their bid package or subsequent marketing materials if they are awarded a contract because use of the coat of arms and the Great Seal of the Commonwealth for advertising or commercial purposes is prohibited by law.

Subcontracting Policies. Prior approval of the department is required for any subcontracted service of the contract. Contractors are responsible for the satisfactory performance and adequate oversight of its subcontractors. Human and social service subcontractors are also required to meet the same state and federal financial and program reporting requirements and are held to the same reimbursable cost standards as contractors.

**Norfolk Sheriff's Office**



Request for Response: CHALLENGE COURSE

**COVER PAGE**

1. I have reviewed and agree to abide by the bid requirements indicated herein, as well as all federal, state, and county requirements.
2. I certify that I am the person responsible for, or authorized to make decisions regarding the cost and commission quoted.

---

(Authorized official signature/date in blue ink)

---

(Authorized official printed name)

Agency	
Contact name	
Address	
Phone/fax	
Email	



**This form must be completed and submitted with Bidder's response.  
Please check off each box to denote compliance.**

<b>Minimum Criteria Checklist</b>	<b>YES</b>
Awarded vendor is currently certified and licensed to do business in the State of Massachusetts.	
Awarded vendor understands that all forms including non-collusion, tax compliance, federal debarment, etc. must be signed and submitted with proposal. Awarded vendor also understands this list is not exclusive.	
Awarded vendor understands that proof of certificate for doing business in the State of Massachusetts with their submitted response shall be forwarded with Bid submission.	
All information required as part of this RFP to include but not limited to documents, certification, and signatures are submitted by the Awarded vendor.	
Awarded vendor agrees that personnel will be required to pass a security clearance and will be required to be CORI approved before performing work.	
Awarded vendor ensures that they will meet all requirements and specifications listed in RFP.	
All documentation/forms requested in the RFP have been submitted with bid submission.	
Awarded vendor will be ready to commence providing services upon start date of contract.	
Awarded vendor ensures staff meets the qualifications required in this RFP.	
Awarded vendor will comply with all staffing requirements set forth in this RFP.	
Awarded vendor shall comply with local, Federal and State laws regarding liability resulting from injury or death of employees performing the work under this contract, and shall carry workmen's compensation insurance as required by law.	
Awarded vendor has submitted with Bid submission documentation regarding lawsuits filed against it within the past five years.	
Awarded vendor has submitted with Bid submission documentation regarding all contracts lost, not renewed, or were cancelled within the last four years.	
Awarded vendor understands that a certificate for insurance evidencing the required coverage as stated in the RFP shall be forwarded to the Norfolk Sheriff's Office with Bid submission.	
Awarded vendor understands that the work is to be completed no later than <b>JUNE 12, 2015</b> and that the awarded vendor is subject to penalties and damages should he not meet the performance deadline.	

Norfolk Sheriff's Office

FORM FOR GENERAL BID

To the Awarding Authority:

A. The undersigned proposes to furnish all labor and materials required for \_\_\_\_\_, project in \_\_\_\_\_, Massachusetts, in accordance with the accompanying plans and specifications prepared by \_\_\_\_\_ (name of architect or engineer) for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid included addenda numbered \_\_\_\_\_

C. The proposed contract price is \_\_\_\_\_ dollars. (\$\_\_\_\_\_)

FOR CURRENT SCOPE, ALTERNATES ARE NOT AVAILABLE

D. The subdivision of the proposed contract price is as follows:

Item 1. The work of the general contractor, being all work other than that covered by Item 2.

\$\_\_\_\_\_.

Item 2. Sub-bids as follows: (If applicable)

Sub-Trade	Name of Sub-bidder	Amount	Bonds Required Y/N
_____	_____	\$_____	_____
_____	_____	\$_____	_____
_____	_____	\$_____	_____

The undersigned agrees that each of the above named sub-bidders will be used for the work indicated at the amount stated, unless a substitution is made. The undersigned further agrees to pay the premiums for the performance and payment bond furnished by sub-bidders as requested herein and that all of the cost of all such premiums is included in the amount set forth in Item 1 of this bid.

The undersigned agrees that if he is selected as general contractor, he will promptly confer with the awarding authority on the questions of sub-bidders; and that the awarding authority may substitute for any sub-bid listed above a sub-bid filed with the awarding authority by another sub-bidder for the sub-trade against whose standing and ability the undersigned makes no objection; and that the undersigned will use all such finally selected sub-bidders at the amounts named in their respective sub-bids and be in every way as responsible for them and their work as if they had been originally named in this general bid, the total contract price being adjusted to conform thereto.

E. The undersigned agrees that, if he is selected as general contractor, he will within five (5) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the work "person" shall mean any natural person, joint venture, partnership, corporation and other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F. of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

\_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Name of Person Signing Bid)

\_\_\_\_\_  
(Signature of Person Signing Bid)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Date)

# Norfolk Sheriff's Office

## BIDDERS QUALIFICATIONS

All questions must be addressed by the vendor in order for this qualification form to be properly completed. Failure of the vendor to answer any question, or comply with any directive contained in this form, may be used by the awarding authority as to find them ineligible to bid. If a question or directive does not pertain to your organization in any way, please indicate that fact with the symbol N/A.

### ORGANIZATION STRUCTURE

#### 1. IF A CORPORATION LIST THE FOLLOWING:

- A. State of Corporation \_\_\_\_\_
- B. Date of Corporation \_\_\_\_\_
- C. Directors Name \_\_\_\_\_
- D. President's Name \_\_\_\_\_
- E. Vice President's Name \_\_\_\_\_
- F. Secretary's or Clerk's Name \_\_\_\_\_
- G. Treasurer's Name \_\_\_\_\_

#### 2. IF A PARTNERSHIP LIST THE FOLLOWING:

- A. State in which organized \_\_\_\_\_
- B. Date of Organization \_\_\_\_\_
- C. Type of Partnership \_\_\_\_\_
- D. Names of All Principal Partners \_\_\_\_\_

#### 3. IF A BUSINESS TRUST LIST THE FOLLOWING:

- A. State in which organized \_\_\_\_\_
- B. Date of Organization \_\_\_\_\_
- C. Names of all principal partners \_\_\_\_\_

**BIDDER'S QUALIFICATIONS (CONT'D)**

4. IF A SOLE PROPRIETORSHIP, LIST THE FOLLOWING:

A. Date Business Originated \_\_\_\_\_

B. Name of Owner \_\_\_\_\_

C. City/Town where Business is registered \_\_\_\_\_

5. INDICATE TYPE OF BUSINESS \_\_\_\_\_

6. PERSONAL DATA:

List the following information concerning your organization's personnel:

**INDICATE ANY EMPLOYEE THAT ALSO WORKS FOR THE NORFOLK SHERIFF'S OFFICE:**

\_\_\_\_\_

7. TRADE REFERENCES

A. Name, address and telephone numbers of three firms with whom your business has regular business dealings.

Company Name	Contact Person	Tel #
_____	_____	_____
_____	_____	_____
_____	_____	_____

# Norfolk Sheriff's Office

## REFERENCES

*Please provide three client references with whom you have done \$10,000 or more in business.*

Reference # 1	
Business Name:	
Address:	
Contact Person:	
Contact Phone Number:	
Contact Email Address:	
Description and date of supplies or services provided (include contract amount):	
Reference # 2	
Business Name:	
Address:	
Contact Person:	
Contact Phone Number:	
Contact Email Address:	
Description and date of supplies or services provided (include contract amount):	
Reference # 3	
Business Name:	
Address:	
Contact Person:	
Contact Phone Number:	
Contact Email Address:	
Description and date of supplies or services provided (include contract amount):	

## Norfolk Sheriff's Office

### TAX COMPLIANCE CERTIFICATION

PURSUANT TO M.G.L. CHAPTER 62C, SECTION 49A, I CERTIFY UNDER THE PENALTIES OF PERJURY THAT I, TO MY BEST KNOWLEDGE AND BELIEF, HAVE FILED ALL STATE TAX RETURNS AND PAID ALL STATE TAXES REQUIRED BY LAW.

---

SOCIAL SECURITY NUMBER  
OR FEDERAL IDENTIFICATION  
NUMBER

---

SIGNATURE OF INDIVIDUAL

---

CORPORATE OFFICER  
(if applicable)

## Norfolk Sheriff's Office

### CERTIFICATE OF NON-COLLUSION

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

---

(Signature)

(Date)



# Norfolk Sheriff's Office

## FEDERAL DEBARMENT/SUSPENSION

The undersigned certifies under penalties of perjury that they have not been debarred or suspended from any federal agency in the participation of any bidding, contractual agreements involving federal funds according to the provisions of the A-102 Common Rule or OMB Circular A-110 as applicable.

---

(Signature)

(Date)

**Certification Regarding Companies Doing Business with or in Northern Ireland**

Pursuant to G. L. c. 7, s. 22C, the undersigned hereby certifies under the pains and penalties of perjury that they are not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland and that they (check applicable item);

1. \_\_\_\_\_ do not employ ten or more employees in an office or other facility located in Northern Ireland; or in
  
2. \_\_\_\_\_ employs ten or more employees in an office or other facility located in Northern Ireland, but such office or other facility in Northern Ireland (a) does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and (b) promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Company Name: \_\_\_\_\_

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

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.

Please print or type

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

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

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

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

City, state and ZIP code City, state and ZIP code

Phone # ( ) Fax # ( ) Email address:

### Part I Taxpayer Identification Number (TIN)

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

Social security number

□□-□□-□□□□

OR

Employer identification number

□□-□□□□□□

Vendors:

Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS

□□□□□□□□

### Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Authorized Signature ▶

Date ▶

#### Purpose of Form

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

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

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

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

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

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

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

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

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

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

#### Penalties

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

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

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

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

## Norfolk Sheriff's Office Contract Addendum

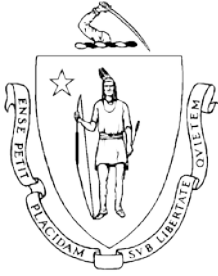
All vendors contracting with the Norfolk Sheriff's Office beginning in FY14 shall be advised of the following contract language that has been added:

**As a vendor doing business with the Norfolk Sheriff's Office, I certify that I understand and comply with the Prison Rape Elimination Act (PREA), and shall require any staff hired as part of this contract to be required to understand and comply with the Prison Rape Elimination Act. Further, as part of the training required by NSO for all vendors, I certify that both myself and any staff hired as part of this contract shall review and understand any and all PREA materials which shall be supplied to us as part of NSO training provided.**

By signing below, I certify that I have read and understand the above-stated contract language pertaining to the Prison Rape Elimination Act (PREA).

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

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



**COMMONWEALTH OF MASSACHUSETTS**  
**Prompt Pay Discount Form**  
*(Invoice discounts for receiving fast payments)*

**Bidder Name:** \_\_\_\_\_.  
**Vendor Code (VCUST):** \_\_\_\_\_.  
**Contract/RFR Number(s):** \_\_\_\_\_.

Prompt Payment Discounts (PPD). All contractors/vendors doing business with the Commonwealth must provide a Prompt Payment Discount (PPD) for receiving early payments unless the Contractor/vendor can provide compelling proof that providing a prompt pay discount would be unduly burdensome. Contractors benefit from PPD by increased, usable cash flow as a result of fast and efficient payments for commodities or services rendered. Contractors who agree to accept Electronic Funds Transfer (EFT) increase the prompt pay benefit by ensuring that funds are paid directly to their designated bank accounts, thus eliminating the delay of check clearance policies and traditional mail lead time. Payments processed through the state accounting system (MMARS) can be tracked and verified through the Comptroller's [Vendor Web](#) system using the Vendor/Customer Code assigned to you by a Commonwealth department.

The Commonwealth benefits because contractors reduce the cost of products and services through the applied discount. While Bidders/Contractors have flexibility in determining the actual % discount(s) offered to the Commonwealth, the discount(s) must be identified for 10, 15, 20 and/or 30 days for payment issuance in the column entitled "% Discount Off Proposed Price" below. The Commonwealth may use the prompt pay discounts submitted as a basis for selection and may negotiate discounts as deemed in the best interest of the Commonwealth. The requirement to offer PPD discounts may be waived by the Commonwealth on a case-by-case basis if participation in the program would be unduly burdensome, provided the specific reason for the hardship is outlined below.

All discounts offered will be taken in cases where the payment issue date is within the specified number of days listed below and in accordance with the Commonwealth's Bill Paying Policy. Payment days will be measured **from** the date goods are received and accepted / performance was completed OR the date an invoice is received by the Commonwealth, **whichever is later to** the date the payment is issued as an EFT (preferred method) or mailed by the State Treasurer. The date of payment "issue" is the date a payment is considered "paid" not the date a payment is "received" by a Contractor.

If internal Bidder/Contractor systems require an alternate method of measuring payment issue dates, the Bidder/Contractor must note the issues below or on an attached page if necessary to be considered by the PMT. In cases where the Bidder/Contractor considers that offering a Prompt Payment Discount would be a hardship, the Bidder must clearly define the issues and reasons for said hardship. *Providing volume discounts or other discounts on prices is not considered a hardship, since the PPD provides the additional benefit of early cash flow for the Contractor.*

Enter the Prompt Payment Discount percentage (%) off the invoice payment, for each of the payment issue dates listed, if the payment is issued within the specified Payment Issue days. For example:

**5% - 10 Days**

**4% - 15 Days**

**3% - 20 Days**

**2% - 30 Days**

If no discount is offered enter 0%

<b>Prompt Payment Discount %</b>	<b>Payment Issue Date w/in</b>
%	<b>10 Days</b>
%	<b>15 Days</b>
%	<b>20 Days</b>
%	<b>30 Days</b>

The Contractor is unable to provide a prompt payment discount due to the following hardship:

Contractor/Bidder Authorized Signature \_\_\_\_\_

Contractor/ Bidder Authorized Signatory Print Name and Title: \_\_\_\_\_



**COMMONWEALTH OF MASSACHUSETTS**

OFFICE OF THE COMPTROLLER  
Electronic Funds Transfer Sign Up Form

Request type must be checked:  Initial Request  Changing Existing Account  Closing Account

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 State of Massachusetts to initiate, change or cancel credit entries to that 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 hereunder are not to an account that is subject to being transferred to a foreign bank account.
- I affirm that payments authorized hereunder 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 has received written notification, from ether me or an authorized officer of 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.

**VENDOR BANK INFORMATION**

Vendor Bank Name: \_\_\_\_\_  
 Vendor Bank Transit Number (ABA): \_\_\_\_\_  
 Vendor Bank Account Number: \_\_\_\_\_

**Filling out this field is a requirement for changing account number**

Vendor Bank Old Account Number: \_\_\_\_\_  
 Account Type: \_\_\_\_\_

**VENDOR INFORMATION**

Vendor Tax Identification Number (TIN): \_\_\_\_\_  
 Vendor/Business Name: \_\_\_\_\_  
 Vendor Contact Name: \_\_\_\_\_  
 E-mail: Telephone: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

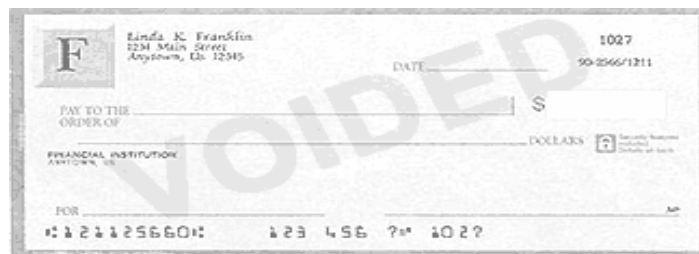
This authorization will remain in effect until either canceled in writing or an updated form changing information is sent to the Department you currently do business with.

**AUTHORIZED SIGNATURE:**

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Form forwarded to Commonwealth Department: \_\_\_\_\_

Attached voided check here:



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  
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May

2004



CONTRACTOR LEGAL NAME :  
CONTRACTOR VENDOR/CUSTOMER CODE:

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**PROOF OF AUTHENTICATION OF SIGNATURE**

This page is optional and is available for a department to authenticate contract signatures.  
It is recommended that Departments obtain authentication of signature for the signatory  
who submits the Contractor Authorized Listing.

This Section **MUST** be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type):

Title:

X \_\_\_\_\_

Signature as it will appear on contract or other document (Complete only in presence of notary):

**AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:**

I, \_\_\_\_\_ (NOTARY) as a notary public certify that I witnessed  
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

\_\_\_\_\_, 20 \_\_\_\_.

My commission expires on:

AFFIX NOTARY SEAL

I, \_\_\_\_\_ (CORPORATE CLERK) certify that I witnessed the  
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's  
authority as an authorized signatory for the Contractor on this date:

\_\_\_\_\_, 20 \_\_\_\_.

AFFIX CORPORATE SEAL



# COMMONWEALTH TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

**7. Record-keeping And Retention, Inspection Of Records.** The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

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

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

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

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

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

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



# COMMONWEALTH TERMS AND CONDITIONS

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

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

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

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

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

CONTRACTOR AUTHORIZED SIGNATORY: \_\_\_\_\_  
(signature)

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

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

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

(Check One): \_\_\_\_\_ Organization \_\_\_\_\_ Individual

Full Legal Organization or Individual Name: \_\_\_\_\_

Doing Business As: Name (If Different): \_\_\_\_\_

Tax Identification Number: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

**INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS**

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

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

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

<b>CONTRACTOR LEGAL NAME</b> (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> NORFOLK COUNTY SHERIFF'S OFFICE <b>MMARS Department Code:</b> SDN	
<b>Legal Address</b>		<b>Business Mailing Address:</b> 200 WEST STREET, PO BOX 149, DEDHAM, MA 02027	
<b>Contract Manager</b>		<b>Billing Address</b> (if different):	
<b>E-Mail:</b>		<b>Contract Manager:</b> Matthew Lowe	
<b>Phone:</b>	<b>Fax:</b>	<b>E-Mail:</b> , <a href="mailto:kconley@norfolksheriffma.org">kconley@norfolksheriffma.org</a> , finance	
<b>Contractor Vendor Code:</b>		<b>Phone:</b> 781-751-3316	<b>Fax:</b> 781-326-1079
<b>Vendor Code Address ID</b> 001 (Note: The Address Id Must be set up for <a href="#">EFT</a> payments.)		<b>MMARS Doc ID(s):</b>	
<b>RF/Procurement or Other ID Number:</b>			
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b>		<input type="checkbox"/> <b>CONTRACT AMENDMENT</b>	
<b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only) <input type="checkbox"/> <a href="#">Statewide Contract</a> (OSD or an OSD-designated Department) <input type="checkbox"/> <a href="#">Collective Purchase</a> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <a href="#">Department Procurement</a> (includes State or Federal grants <a href="#">815 CMR 2.00</a> ) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <a href="#">Emergency Contract</a> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <a href="#">Contract Employee</a> (Attach <a href="#">Employment Status Form</a> , scope, budget) <input type="checkbox"/> <a href="#">Legislative/Legal Exemption or Other:</a> (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date <b>Prior</b> to Amendment: ____, 20 __. Enter Amendment Amount: \$ _____. (or "no change") <b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <a href="#">Amendment to Scope or Budget</a> (Attach updated scope and budget) <input type="checkbox"/> <a href="#">Interim Contract</a> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <a href="#">Contract Employee</a> (Attach any updates to scope or budget) <input type="checkbox"/> <a href="#">Legislative/Legal Exemption or Other:</a> (Attach authorizing language/justification and updated scope and budget)	
The following <a href="#">COMMONWEALTH TERMS AND CONDITIONS</a> (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
<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 815 CMR 9.00. <input checked="" type="checkbox"/> <a href="#">Rate Contract</a> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> <a href="#">Maximum Obligation Contract</a> Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$5,386.			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through <a href="#">EFT</a> 45 days from invoice receipt. Contractors requesting <b>accelerated</b> payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify exemption: ___ statutory/legal or Ready Payments ( <a href="#">G.L.c. 29, § 23A</a> ); ___ federal grant/trust; ___ initial payment (subsequent payments must be scheduled to support payee cash flow needs and standard EFT 45 day payment cycle. See <a href="#">Prompt Pay Discounts Policy</a> .)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> The awarded vendor from the sealed RFP shall install the Challenge Course by June 12, 2015			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the, (latest signature date below subject to any required approvals) and <b>no</b> obligations have been incurred <b>prior</b> to the <a href="#">Effective Date</a> . <input type="checkbox"/> 2. may be incurred as of ____, 20 __, a date <b>LATER</b> than the <a href="#">Effective Date</a> below and <b>no</b> obligations have been incurred <b>prior</b> to the <a href="#">Effective Date</a> . <input type="checkbox"/> 3. were incurred as of ____, 20 __, a date <b>PRIOR</b> to the <a href="#">Effective Date</a> below, and the parties agree that payments for any obligations incurred prior to the <a href="#">Effective Date</a> 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>JUNE 12, 2015</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 " <a href="#">Effective Date</a> " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <a href="#">Contractor Certifications</a> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <a href="#">Commonwealth Terms and Conditions</a> , this Standard Contract Form including the <a href="#">Instructions and Contractor Certifications</a> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <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 SIGNATORY FOR THE CONTRACTOR:</b>		<b>AUTHORIZING SIGNATORY FOR THE COMMONWEALTH:</b>	
X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)		X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: _____		Print Name: <u>Brian McNamee</u>	
Print Title: _____		Print Title: <u>Director of Finance</u>	

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



## INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

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

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

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

**Contractor Payment Remittance Address:** Enter the address other than the Legal Address for payments which must match the remittance address on the W-9 submitted by the Contractor. All Contractor payments are made via [EFT](#) in accordance with the [Bill Paying Policy](#).

**Contractor Contract Manager:** Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on Comm-PASS, the Contract Manager must be listed on the Vendor Section tab.

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

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

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

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

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

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

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

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

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

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

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

## NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new.

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

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

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

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

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

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

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

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

## CONTRACT AMENDMENT (Right Side of Form)

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

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

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

**AMENDMENT TYPE:** Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget:** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

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

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

**Legislative/Legal or Other Exemption:** Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

## COMMONWEALTH TERMS AND CONDITIONS

Identify which [Commonwealth Terms and Conditions](#) the Contractor has executed and is

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

## COMPENSATION

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

## PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth [Bill Paying Policy](#) for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under [G.L. c. 29, s. 23A](#)). See [Prompt Pay Discounts Policy](#). PPD are identified as a percentage discount which will automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify the exemption: (1) statutory/legal/Ready Payments (2) federal grant/trust or (3) initial state grant or entitlement payments for start up costs. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

## BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, and determine if the appropriate expenditure code (as listed in the [Expenditure Classification Handbook](#)) has been selected. Enter "Multi-User Departmental procurement" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient. The Department may include any additional information in this section to identify unique or important information related to this Contract, program or the Contractor. If multi-Department user Contract, identify multi-Department use is allowable

## ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract or Contract Amendment may be incurred, either as of the Effective Date (latest signature date and of any required approvals) a LATER date, or if the performance has already been incurred PRIOR to the Effective Date by selecting the appropriate option. In the event obligations have been incurred by the Contractor prior to the Effective Date, the Contract must include detailed supporting documentation of performance made prior to the Effective date (including during a lapse between a Contract expiration and Contract Amendment) or the terms and process for eligible reimbursements after performance has been made by the Contractor (e.g., grant program). Proof of eligible reimbursement program must be attached. For Settlements, the parties agree to resolve payment for performance made outside the scope of the Contract (prior to Effective date or after termination date) which releases the Commonwealth from further obligations for the identified performance. This Amendment option is used in lieu of the [Settlement and Release Form](#). Settlement payments are included under the same encumbrance and object codes as the Contract. Performance dates are subject to [G.L. c.4, § 9](#).

## CONTRACT END DATE

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

## CERTIFICATIONS AND EXECUTION

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

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

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

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

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

## CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

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

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

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

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

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

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

**Applicable Laws.** The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable [Massachusetts General Laws](#); the Official [Code of Massachusetts Regulations](#); [Code of Massachusetts Regulations](#) (unofficial); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements,

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Including Human and Social Services); [815 CMR 2.00](#) (Grants and Subsidies); [808 CMR 1.00](#) (Compliance, Reporting and Auditing for Human And Social Services); [AICPA Standards](#); confidentiality of Department records under [G.L. c. 66A](#); and the [Massachusetts Constitution Article XVIII](#) if applicable.

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

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

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

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

**Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts.** The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing **at least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

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

**Protection of Personal Data and Information.** The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [G.L. c. 93H](#) and [c. 66A](#) and [Executive Order 504](#). The Contractor is required to comply with [G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) [Information Technology Division \(ITD\) Protection of Sensitive Information](#), provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the [Payment Card Industry Council Standards](#) and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the

Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to [G.L. c. 214, s. 3B](#).

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

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

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

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

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

**Northern Ireland Certification.** Pursuant to [G.L. c. 7 s. 22C](#) for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal

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discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

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

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

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

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

## EXECUTIVE ORDERS

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

**Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts.** For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

**Executive Order 130. Anti-Boycott.** The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See [IRC § 999\(b\)\(3\)-\(4\)](#), and [IRS Audit Guidelines Boycotts](#)) or engages in conduct declared to be unlawful by [G.L. c. 151E, s. 2](#). A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

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

**Executive Order 444. Disclosure of Family Relationships With Other State Employees.** Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

**Executive Order 504. Regarding the Security and Confidentiality of Personal Information.** For all Contracts involving the Contractor's access to personal information, as defined in [G.L. c. 93H](#), and personal data, as defined in [G.L. c. 66A](#), owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth [Information Technology Division's Security Policies](#). Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments,

divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "[Security Policies](#)" (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the [Commonwealth's Terms and Conditions](#), withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under [G.L. c. 214, § 3B](#) for violations under M.G.L. c. 66A. [Executive Orders 523, 524 and 526](#), Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes [Executive Order 478](#)), [Executive Order 524](#) (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390), [Executive Order 523](#) (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.