

**RETURN TO**

Commonwealth of Massachusetts  
Department of Conservation and Recreation  
Division of State Parks & Recreation ~ Bureau of Forest Fire Control and Forestry  
Hampton Ponds State Park  
1048 North Road / Route 202  
Westfield, Massachusetts 01085  
ATTN: Program Coordinator Roxanne Savoie  
**On or before: July 24<sup>th</sup>, 2009**

**APPLICATION FOR ASSISTANCE  
VOLUNTEER FIRE ASSISTANCE (VFA)**

APPLICANT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TOWN: \_\_\_\_\_ ZIP: \_\_\_\_\_ COUNTY: \_\_\_\_\_  
(If applies, designate as North or South)

CONTACT PERSON: \_\_\_\_\_ PHONE #: \_\_\_\_\_

EMAIL: \_\_\_\_\_ FAX #: \_\_\_\_\_

Cell #: \_\_\_\_\_ PAGER: \_\_\_\_\_

2<sup>nd</sup> CONTACT PERSON: \_\_\_\_\_ 2<sup>nd</sup> PERSON PHONE: \_\_\_\_\_

2<sup>nd</sup> Person Email: \_\_\_\_\_

TOWN ENTITY \_\_\_\_\_ NON-PROFIT \_\_\_\_\_  
Yes No Yes No

FIRE DEPARTMENT:FED.TAX ID# \_\_\_\_\_ VENDOR CODE: \_\_\_\_\_

1. Town Population \_\_\_\_\_

2. Are there State or Federal lands within the town?  
Yes \_\_\_\_\_ NO \_\_\_\_\_ If yes, identify agency administrating  
and acreage.

Agency \_\_\_\_\_ Acreage \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. If adjacent to federal land, did you apply to the Department of  
Interior's(DOI)Fish and Wildlife Service for funding this year?  
Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, did you win an award? Yes \_\_\_\_\_ No \_\_\_\_\_ Amount? \_\_\_\_\_

4. What is your approximate total annual fire operating budget? \_\_\_\_\_  
(excluding wages, payrolls, EMS)  
What is your approximate forest fire budget? \_\_\_\_\_

5. What is your ISO Rating? \_\_\_\_\_

6. List and describe your present wildland firefighting equipment (i.e. 1990 E-1 1000/1000 engine in good condition, on-road use only, 1998 Forestry truck, 4X4, portable pump, 300 gallon tank).

---

---

---

---

---

---

---

---

7. List your average number of calls per year, for the past 5 years by category.

a. Structures	_____
b. Woods/grass	_____
c. Other (car Fire, etc.)	_____
d. Standby at motor vehicle accidents	_____
Total	_____

8. How many towns/districts adjoin your boundary? \_\_\_\_\_

9. Does your community have a written Agreement of Cooperation with any adjoining communities or agencies?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, with what communities: \_\_\_\_\_

---

---

10. List what year(s) your community has received a grant from the Volunteer Fire Assistance (VFA) Program?

Year(s) received? \_\_\_\_\_

11. Do you have a current contract with DCR's Federal Excess Personal Property (FEPP) Program?

Yes \_\_\_\_\_ No \_\_\_\_\_

12. Describe any area or situation in your town which you feel places your community at risk: Use back of page if need more room.

---

---

---

---

13.PROJECT -- CFP and NFP monies -- Description

Cooperative Fire Protection CFP	National Fire Plan Communities at Risk NFP
<p>A. Cooperative Fire Protection</p> <p>Can be used for</p> <ol style="list-style-type: none"> <li>1. Wildland Fire Management Training</li> <li>2. Personal Protective Equipment (PPE)</li> <li>3. Rural Forest Fire Defense               <ul style="list-style-type: none"> <li>• Equipment replacement</li> <li>• Equipment</li> <li>• Dry hydrants &amp; replacement parts</li> <li>• Forestry vehicle unit replacement parts / refurbishment</li> <li>• Signage; fire evacuation routes; wildfire danger risk</li> </ul> </li> <li>4. Technology transfer               <ul style="list-style-type: none"> <li>• Computer software (wildfire) update or purchase</li> <li>• In-kind services</li> <li>• Will be considered as part of the 50% <i>match</i> portion of your application;</li> <li>• In-kind services such as labor may be supplied by volunteer fire dept personnel work force;</li> <li>• Total amount documentation of hours, rate, (commensurate with workers of like job duties in same community's locale) type of work done, will be required;</li> <li>• <i>Please note:</i> should your community decide to submit in-kind services as part of your proposal, the DCR can reimburse up to 50% of your total project award if your in-kind service does not exceed 50% of your awarded total purchase submittals at project end;</li> </ul> </li> <li>5. <i>Firewise</i> community work</li> <li>6. Fire Evacuation Plan work</li> </ol>	<p>B. National Fire Plan</p> <p>Can be used for</p> <ol style="list-style-type: none"> <li>1. Wildland Fire Management Training</li> <li>2. PPE</li> <li>3. Modern communications equipment for more effective action on incidents</li> <li>4. Smaller scale equipment purchase and replacement such as:               <ul style="list-style-type: none"> <li>• Dry hydrants, handtools, backpack pumps, hose, ...</li> <li>• NO large items such as pumps</li> </ul> </li> <li>5. Other Wildland fire hazard mitigation reduction projects - better preparedness for 'communities at risk' such as:               <ul style="list-style-type: none"> <li>• Clearing of already present wood roads used by volunteer fire department which have been filled with fire fuels from a past weather incident such as a hurricane...</li> </ul> <p>NO new road construction or gravel replacement will be considered;</p> <p><i>Eligibility Priority</i></p> <ol style="list-style-type: none"> <li>1. Volunteer Fire Department in high risk communities adjacent to federal lands</li> <li>2. Volunteer Fire Departments working in partnership with federal firefighting agencies in responding to wildland fires</li> <li>3. High risk communities within the state, not associated with federal lands</li> </ol> </li> </ol>

Town Fiscal Information: Catalog of Federal Defense Assistance(CFDA)is 10.664



15. Attach a brief narrative describing:

- (a) What is the purpose of this proposal?
- (b) What is the justification of this request?
- (c) What benefits will be derived from this proposal?

---



---



---



---

16. Have you used the Incident Response Pocket Guides purchased for your town by the DCR in the last grant round for any of your training?\_\_\_\_\_ yes or no

If yes, \_\_\_\_\_ what type of training? What other purchases by the DCR for the VFA towns would you like? \_\_\_\_\_

---



---

**Please wait for DCR notification of your grant award. Project purchases made prior to your grant award contract notification start date can not be honored.**

Applicant's Project Start and Completion Date will be noted on any award paperwork sent to you.

Your final documentation proof/expenditure must be submitted with copies of warrant, cancelled checks, PV, invoice(s) to the Program Coordinator **within 30 days after completion of project or no later than 15 days after contract end date.** (Whichever date arrives first.)

17. Amount town has available **BEFORE** possible DCR award for proposed project. DO NOT consider any DCR reimbursement in section 17.

Total Monies Town has Available For this Project <b>BEFORE</b> DCR Reimbursement	Contract Dates to be honored
\$	Start and End Date to be Determined by DCR After project Review and Approval  Start Date and End Date will be sent with Award Letter Notification

18. I, \_\_\_\_\_ Position Title: \_\_\_\_\_  
Applicant: Print Name Forest Warden, Fire Chief or Fiscal Authority

\_\_\_\_\_ Date: \_\_\_\_\_  
Applicant Signature in blue ink

hereby agree and certify that the above sums are available (BEFORE DCR reimbursement) for the proposed project by our community.



## COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT FORM AND INSTRUCTIONS

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 \(OSD\)](#) for use by all Commonwealth Departments. **Any changes to the official printed language of this form shall be void. This shall not prohibit the addition of non-conflicting Contract terms.** By executing this Contract, the Contractor under the pains and penalties of perjury, makes all certifications required by law and certifies that it shall comply with the following requirements: that the Contractor is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards, including obtaining requisite licenses, permits and resources for performance; that the Contractor and its subcontractors are not currently debarred; that the Contractor is responsible for reviewing the Standard Contract Form Instructions available at [www.comm-pass.com/comm-pass/forms.asp](http://www.comm-pass.com/comm-pass/forms.asp); that the terms of this Contract shall survive its termination for the purpose of resolving any claim, dispute or other Contract action, or for effectuating any negotiated representations and warranties; and that the Contractor agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached to this Contract or incorporated by reference herein, including the following requirements: all relevant Massachusetts state and federal laws, regulations, Executive Orders, treaties, [requirements for access to Contractor records](#), the terms of the applicable [Commonwealth Terms and Conditions](#), the terms of this Standard Contract Form and Instructions including the [Contractor Certifications and Legal References](#), the Request for Response (RFR) or solicitation (if applicable), the Contractor's response to the RFR or solicitation (if applicable), and any additional negotiated provisions.

**TOWN:** ↓ [THE CONTRACTOR (TOWN) MUST COMPLETE ONLY THOSE SECTIONS PRECEDED BY AN "→".] **DCR ONLY** ↓

→ VENDOR CODE: _____	MMARS DOCUMENT ID: _____ CONTRACT ID: _____
→ CONTRACTOR NAME: _____	DEPARTMENT NAME: <b>Department of Conservation and Recreation</b>
→ CONTRACT MANAGER: _____	CONTRACT MANAGER: <b>ROXANNE SAVOIE</b>
→ PHONE: _____ → FAX: _____ → E-MAIL ADDRESS: _____	PHONE: <b>413 538-9092</b> FAX: <b>413 538-9048</b> E-MAIL ADDRESS: <b>ROXANNE.SAVOIE@STATE.MA.US</b>
→ BUSINESS MAILING ADDRESS: _____	BUSINESS MAILING ADDRESS: <b>DCR BUREAU OF FOREST FIRE CONTROL &amp; FORESTRY                  HAMPTON PONDS STATE PARK                  1048 NORTH ROAD / ROUTE 202                  WESTFIELD, MASSACHUSETTS 01085</b>
THE FOLLOWING COMMONWEALTH TERMS AND CONDITIONS FOR THIS CONTRACT HAS BEEN EXECUTED AND FILED WITH CTR: ( <i>Check only one</i> ) <input checked="" type="checkbox"/> COMMONWEALTH TERMS AND CONDITIONS <input type="checkbox"/> COMMONWEALTH TERMS AND CONDITIONS FOR HUMAN AND SOCIAL SERVICES	
COMPENSATION: ( <i>Check one option only</i> ) <input checked="" type="checkbox"/> Maximum Obligation of this Contract: \$ _____ <input type="checkbox"/> No Maximum Obligation has been set for this Contract: (Check one) <input type="checkbox"/> Rate Contract with a Rate of: \$ _____ Per: _____ <input type="checkbox"/> Rate Contract with Multiple/Negotiated Rates: (Attach listing of multiple rates or description of negotiation process)	PAYMENT TYPE: ( <i>Check one option only</i> ) <input checked="" type="checkbox"/> Payment Voucher (PV) <input type="checkbox"/> Ready Payment (RP) (Schedule: _____ Initial Base Amt:\$ _____) <input type="checkbox"/> Contractor Payroll (CP) (Required for Contract Employees) <input type="checkbox"/> Recurring Payment (Required for Leases and TELPs)
→ PAYMENT METHOD: The Contractor agrees to be paid by Electronic Funds Transfer (EFT is the Commonwealth's Preferred Payment Method): <input type="checkbox"/> Yes <input type="checkbox"/> No	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE: ( <i>Reference to attachments without a narrative description of performance is insufficient.</i> ) <b>09 VFA Grant</b>	
PROCUREMENT OR EXCEPTION TYPE: ( <i>Check one option only</i> ) <input type="checkbox"/> Single Department Procurement/Single Department User Contract; <input type="checkbox"/> Single Department Procurement/Multiple Department User Contract; <input type="checkbox"/> Multiple Department Procurement/Limited Department User Contract; <input type="checkbox"/> Statewide Contract (Only for use by OSD or an OSD-designated Department); <input checked="" type="checkbox"/> Grant (as defined by 815 CMR 2.00); <input type="checkbox"/> Emergency Contract (attach justification); <input type="checkbox"/> Interim Contract (attach justification); <input type="checkbox"/> Contract Employee; <input type="checkbox"/> Collective Purchase (attach OSD approval) <input type="checkbox"/> Legislative/Legal Exemption (attach proof); <input type="checkbox"/> Other (Specify): _____	
RFR REFERENCE NUMBER: (or "N/A" if not applicable) _____	
ANTICIPATED CONTRACT EFFECTIVE START DATE: Performance shall begin on _____, which shall be no earlier than the latest date this Contract is signed by authorized signatories of the Department and Contractor and approved under Section 1 of the applicable Commonwealth Terms and Conditions.	
TERMINATION DATE OF THIS CONTRACT: This Contract shall terminate on _____ unless terminated or amended by mutual written agreement by the parties prior to this date under Section 4 of the applicable Commonwealth Terms and Conditions.	
→ AUTHORIZING SIGNATURE FOR THE CONTRACTOR: _____ <div style="text-align: right; font-size: small;">(Town Name)</div> → X: _____ (Signature of Contractor's Authorized Signatory - <b>blue ink</b> ) → DATE: _____ (Date must be handwritten at time of signature) → NAME: _____ → TITLE: _____	AUTHORIZING SIGNATURE FOR THE DEPARTMENT: <b>Dept Cons &amp; Rec only</b> X: _____ (Signature of Department's Authorized Signatory) DATE: _____ (Date must be handwritten at time of signature) NAME: _____ TITLE: _____

Contractors are responsible for reviewing the Standard Contract Form Instructions available at [www.comm-pass.com/comm-pass/forms.asp](http://www.comm-pass.com/comm-pass/forms.asp)



## 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



# COMMONWEALTH TERMS AND CONDITIONS

opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

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

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

**14. Forum, Choice of Law And Mediation.** Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

**15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration.** Any amendment or attachment to any Contract which contains conflicting language or has the 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 – use blue ink)

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

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

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

(Check One):  Organization  Individual

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

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

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

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

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

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

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

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

# Request for Taxpayer Identification Number and Certification

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

Please print or type

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

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

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

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

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

**City, state and ZIP code**

**City, state and ZIP code**

Phone # ( )

Fax # ( )

Email address:

## Part I Taxpayer Identification Number (TIN)

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

**Social security number**

□□□-□□-□□□□

OR

**Employer identification number**

□□-□□□□□□

**Vendors:**

**Dunn and Bradstreet Universal Numbering System (DUNS)**

**DUNS**

□□□□□□□□

## Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign Here** Authorized Signature ▶

Date ▶

### Purpose of Form

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

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

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

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

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

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

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

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

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

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

### Penalties

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

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

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

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

## Specific Instructions

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

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

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

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

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

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

### Part I - Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

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

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

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

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

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

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

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

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

### Part II - Certification

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

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

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

#### Dunn and Bradstreet Universal Numbering System (DUNS) number requirement –

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

#### Privacy Act Notice

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

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

## What Name and Number to Give the Requester

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

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

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

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

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

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

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

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

PLEASE NOTE: You may wish to go over your application one more time before returning it to the DCR. Regrettably, questions left incomplete or blank, and mistakes made to the application may result in its forfeiture from this year's program. Application due back on/before July 24<sup>th</sup>, 2009. Project completion date is on/before  (DCR to notify you) . ALL FINAL PAPERWORK (SEE BELOW) DUE 30 DAYS AFTER PROJECT COMPLETION OR NO LATER THAN 15 DAYS AFTER CONTRACT END DATE. (Whichever date comes first.)

~~~~~  
The applicant further certifies and agrees that to the best of his/her knowledge and belief the information on this application is true and correct and that he or she will comply with the Rural Development Act of 1972 and its administrative guidelines if the grant is received.

**A final report on the expenditure of the project funds will be submitted with copies of warrant numbers, cancelled checks, etc. to the Bureaus of Forest Fire Control and Forestry within 30 days after the completion of the project or no later than 15 days after contract end date.** It is understood that these are the only expenditures which the Bureaus of Forest Fire Control and Forestry will compensate the applicant. The applicants share may be volunteer labor etc. The applicant will keep all items purchased under this program which cost more than \$500 available for inspection and inventory by the Bureau.

The Bureau will be notified and its approval received prior to disposal of any items purchased under this program.

The applicant shall hold harmless the Department of Conservation and Recreation or its agents or employees for any liability or injury suffered through the use of property or equipment acquired under this grant.

The applicant agrees that conversion, use or disposal of a project funded under this program, in a manner contrary to the VFA guidelines, as determined by the Commissioner of the Department of Conservation and Recreation, shall result in a right of the Department of Conservation and Recreation for compensation of all funds made available to the project.

Type Name \_\_\_\_\_ Title \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

=====

For Department of Conservation and Recreation use only

Approved \_\_\_\_\_ Date \_\_\_\_\_  
Denied \_\_\_\_\_ Date \_\_\_\_\_

ELIGIBILITY GUIDELINES  
for  
Volunteer Fire Assistance (VFA) Funds

THE REQUESTING COMMUNITY MUST BE UNDER 10,000 POPULATION. A single community of over 10,000 is not eligible. NOTE: "COMMUNITIES" The Cooperative Assistance Act as amended by the Forest Stewardship Act of 1990 states that financial assistance is for fire prevention, control, and suppression of fires in rural areas. Rural areas shall have the same meaning as the first clause of section 306(a) (7) of the Consolidated Farm and Rural Development Act. As used in that act: the term "Rural Volunteer/Fire Department" means any organized, not for profit, fire protection organization that provides service primarily to a community or city with a population of 10,000 or less or to a rural area whose personnel is 80 percent or more volunteer and that is recognized as a fire department by the laws of the State. Eligibility also extends to the Massachusetts Fire Academy.

The Request for assistance must be for organizing, training, or equipping. Special consideration in establishing priorities will be given to communities asking for help in all three areas.

Funding for total amount of the project must be available at the time of application. The community share of the project may be in the form of a planned contribution in kind (such as volunteer labor). The community's share must be at least equal to the amount of grant funds requested. Only actual expenditures will be eligible for compensation from the Bureau of Fire Control and Forestry.

Grants to individual applicants shall not exceed \$2,000 dollars.

The Massachusetts Bureaus of Forest Fire Control and Forestry may apply for up to 10% of available funds through the Bureau's Chief Fire Warden. The Bureau of Forest Fire Control and Forestry may also request funds for administrative costs of a particular project.

The funds must be requested and expended by the requesting community's forest warden or fire chief.

THE FOLLOWING POINT SYSTEM MAY BE USED AS A **PARTIAL GUIDE** IN THE COMPETITIVE RATING OF APPLICATIONS BY THE COMMITTEE.(No need to return.)

1. Will the project enhance multi-community fire suppression Capabilities?
  - A. One Community 1 Point
  - B. Two Communities 2 Points
  - C. Three Communities 3 Points
  - D. Four Communities Etc.
  
2. Is the proposed project in an area of high hazard (ISO Rating)?
  - A. Is the area low hazard - 8 or less 1 Point
  - B. Is the area medium hazard - 9 10 Points
  - C. Is the area high hazard - 10 20 Points
  
3. Is more than one community involved?
  - A. One Community 1 Point
  - B. Two to Five Communities 5 Points
  - C. County Wide or Multi County 10 Points
  
4. Which aspects of the program will be implemented?
  - A. Training 5 Points
  - B. Organizing 5 Points
  - C. Equipping 5 Points
  
5. Is the proposal compatible with existing overall fire protection plans in the state and county?  
  

|     |          |
|-----|----------|
| YES | 5 Points |
| NO  | 0 Points |
  
6. Is the requesting community reporting wildland fire to the Massachusetts Bureau of Fire Control?  

|     |           |
|-----|-----------|
| YES | 20 Points |
| NO  | 0 Points  |
  
7. Does the requesting community protect state and or Federal forested lands?  
  

|                      |           |
|----------------------|-----------|
| 0 to 1000 Acres      | 5 Points  |
| 1,000 to 5,000 Acres | 10 Points |
| 5,000 or Over        | 15 Points |
  
8. Has the requesting community received VFA Funds in the past?  

|     |           |
|-----|-----------|
| YES | 0 Points  |
| NO  | 10 Points |
  
9. Has the requesting community applied for other National Fire Plan monies this year? IE:FEMA, or DOI US Fish & Wildlife Services?  

|     |           |
|-----|-----------|
| YES | 5 Points  |
| NO  | 20 Points |