

RFR DFW-2016-038: Phragmites Mowing at Agawam Lake Wildlife Management Area, Stockbridge MA



Summary

The Massachusetts Division of Fisheries and Wildlife (DFW) is soliciting proposals for a Phragmites mowing/mulching project located at the Agawam Lake Wildlife Management Area in Stockbridge, MA (Figure 01). The total Project Area is 34 acres of recently herbicided Phragmites stands (Figure 02).

The principal habitat objectives of this project are to:

- accelerate the pioneering process of native wetland vegetation;
- facilitate future prescribe fire efforts;
- facilitate the efforts of DFW staff in maintaining the treatment areas free of Phragmites.

DFW anticipates awarding a single contract for the work described in this Request for Response. Contracts will be awarded to the lowest responsible and eligible bidder for the treatment described on the mandatory bid sheet. The term "lowest responsible and eligible bidder" shall mean (1) the Bidder whose Bid is the lowest of those Bidders demonstrably possessing the skill, ability, and integrity necessary for the faithful performance of the work, and who meets the requirements set forth in M.G.L. c.149 sec.44 (2)(B) and not debarred from bidding under M.G.L. c.149 §44C; (2) and who shall certify that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; and (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.

DFW reserves the right to waive any informalities in, or to reject any or all Bids, if it be in the public interest to do so.

Timeline, Permitting, Funding, & Bonding

Timeline: Contractor shall complete all work according to the timelines outlined in Table 1, unless otherwise specified in writing. At sites with Natural Heritage & Endangered Species Program (NHESP) timing restrictions listed in Table 1, the Contractor shall complete work outside of these restricted periods and/or shall coordinate with DFW so that adequate monitoring for species of concern may be provided.

Permitting: Approved environmental permits for this work have been secured by DFW.

Funding: Funding has been identified for this project.

Bonding : Contractor shall submit bonds from a surety company qualified to do business under the laws of the Commonwealth. Each bidder shall provide a **bid deposit** in the amount of **5%** of the **total bid price**, to be submitted with the bid.

Treatment Types

All acreages were calculated in GIS and are approximate. Selected contractor will be responsible for treating the entirety of the treatment areas as depicted in the accompanying figures and as marked on the ground regardless of the precise acreages. Bidders are responsible for verifying acreages prior to submitting bids.

NOTE: If current funding in FY2016 is insufficient to complete the entire project, DFW reserves the right to complete the remaining work in FY2017 pending availability of additional funds. In this event, DFW will work with the Contractor(s) to determine the actual project area to be completed during FY2016 on a pro-rated basis from the bid amount.

Table 1. Agawam Lake WMA Phragmites Mowing/Mulching

Treatment Unit	Acres	Habitat Objective	Current Condition	Contractor Tasks	Timing Restrictions
All depicted in Figure 02	34	To reduce Phragmites thatch and mow down dead standing stalks.	For the most part, stands are Phragmites monocultures that have been chemically treated within the years of 2013 and 2015. Dense, dead standing stalks are in all areas, and in some areas Phragmites thatch can be several feet thick. Some stands have interstitial shrubs or emergent trees.	Mowing of all standing dead phragmites, as well as mulching of dead Phragmites thatch in designated stands. Interstitial shrubs should not be mowed if they are reasonably avoidable. No emergent trees greater than 6" dbh shall be mowed.	All work needs to be completed before April 01, 2016 .

Treatment Specifications and Timing

Contracted work **MUST** be completed before April 01, 2016. If current funding in FY2016 is insufficient to complete the entire project in FY2016, DFW reserves the right to complete the remaining work in FY2017 pending availability of additional funds. Prior to any work beginning on any site, Contractors will be required to submit a performance bond in the amount of 100% of the contracted price.

Mowing/Mulching

Contractor shall mow/mulch in place all standing dead Phragmites and mulch all Phragmites thatch within designated areas. All Phragmites thatch in designated stands must be reduced to no deeper than 6". Interstitial shrubs that can be reasonably avoided should not be mowed, and all emergent trees greater than 6" shall not be mowed. A low ground pressure tracked vehicle with a rotary mower or fecon head is an appropriate approach for a project of this location and scale, though other proposed methods will be considered.

General Specifications for all Treatments

1. Operational requirements

- a. All work shall only occur within applicable time restrictions. The specific timing of the operation shall be arranged between the Contractor and DFW.
- b. The Contractor shall, to the satisfaction of DFW staff, remove or otherwise dispose of all garbage, trash, litter, discarded equipment or parts, temporary bridges, waste materials or other refuse resulting from the operation. Waste materials such as oil, grease, used oil absorbent pads, and similar materials shall be disposed of in accordance with law, and at a minimum, in a manner that will prevent their entry by spills, drainage, high water or other means into any river, watercourse, lake, reservoir or other body of water.
- c. **STORAGE AND HANDLING OF HAZARDOUS MATERIALS:** All petroleum products, industrial chemicals and similar materials shall be stored in accordance with manufacturer's specifications and applicable law, and at a minimum in durable, sealed containers placed so that any accidental spillage shall not drain into any river, watercourse, lake, or reservoir, No hazardous materials, including but not limited to oils, fuels, and hydraulic fluids may be deposited on Commonwealth lands. All mechanized equipment shall carry oil-absorbent pads at all times, quality subject to the approval of DFW staff, to be used respectively in the event of a fluid spill. In the event that hazardous materials are deposited on Commonwealth lands through accidental spill or otherwise, the Contractor agrees to immediately contain the spill using oil-absorbent pads and to notify DFW staff as soon as possible regarding the type, amount, and location of deposited materials. The Contractor shall be liable for all costs incurred resulting from the cleanup of all spills and leaks, and shall correct the situation to the satisfaction of DFW staff, including but not limited to the removal and appropriate disposal of contaminated soil based on DFW staff determination.
- d. **SAFETY AND HEALTH:** The Contractor shall conduct all operations in connection with this contract in compliance with applicable provisions of Federal, State and Local labor safety, health and sanitation laws, codes, and regulations.
- e. **ENVIRONMENTAL CONTROL:** The Contractor shall comply with all applicable state and federal laws pertaining to water quality in connection with any operations under this contract. The Contractor shall undertake every reasonable precaution not to pollute or obstruct the flow of any stream, lake, or reservoir on or adjacent to the project area. In the event of such pollution or obstruction, the Contractor shall correct the condition to the satisfaction of DFW staff. The Contractor shall undertake every reasonable measure to minimize erosion and soil damage, including but not limited to the grading of ruts and the construction and maintenance of water bars, and shall install all mitigation measures according to the most recent version of the Massachusetts Forestry Best Management Practices Manual. All mechanized equipment shall carry a working fire extinguisher at all times to be used in the event of a fire.
- f. **SPECIAL SITUATIONS:** Should a situation exist that would in the opinion of the DFW staff result in unacceptable environmental damage and the Contractor is either unwilling or unable to prevent or immediately repair or remove such damage, or to do so in a timely fashion to the satisfaction of DFW staff after being verbally notified of said situation by DFW staff, the Division may undertake corrective measures and deduct the cost of said measures from the performance bond covering this operation (see General Specification 2 (Contract Requirements) g., below), and may pursue its remedies against the Contractor for any loss, claim, damage or charge that arises due to such damage.

- g. HISTORICAL/CULTURAL RESOURCES: DFW seeks to conserve historical and cultural resources during habitat management operations, including but not limited to stone walls, cellar holes, foundations, and wells associated with abandoned farm sites, as well as historical and cultural resources that may occur within the soil. Contractor shall avoid or otherwise mitigate these resources during the harvesting operation to the satisfaction of DFW staff. Only existing barways (openings) in stone walls may be used to transport wood products by forwarder or skidder, unless DFW staff specifically identifies a new opening to be created. If DFW staff identify a site as having archaeological sensitivity, Contractor shall avoid rutting, scarifying, and other soil disruption to the site by operating only under dry, frozen, or otherwise stable conditions.

2. Contract Requirements

- a. Projects included in this RFR are subject to Massachusetts prevailing wage rates. Prevailing wage rate schedules are included in this RFR and should be taken into account when submitting the bid.
- b. The Contractor must notify the DFW representative prior to commencement of operations, even if a Notice to Proceed has been issued. Any work that is completed prior to notification is considered unauthorized and will not be paid for. A separate contract and Notice to Proceed will be issued for each fiscal year in which work will occur.
- c. All equipment operators are required to meet with a DFW representative to walk the entire project site prior to beginning work.
- d. Any accidents or injuries to workers, environmental accidents, or damage to public or private property associated with this project must be reported to DFW within 48 hours of the incident.
- e. Remobilization costs will be paid if poor weather and/or ground conditions require suspension of the operation for ≥ 3 business days and the machinery has been taken off-site. The Contractor must obtain DFW approval that operation suspension is required. If weather and/or ground conditions improve within 3 business days to allow completion of the project, DFW will not pay remobilization costs.
- f. The winning bidder(s) will be required to thoroughly clean the exterior, undercarriage, and tires/tracks of his/her equipment with a high pressure washer at a maintenance facility prior to bringing the equipment on site. Cleaning will substantially reduce the chance of spreading invasive exotic plants from a previous work site. Machinery that has not been cleaned in this manner will not be allowed on site. All mechanized equipment shall carry a working fire extinguisher at all times to be used in the event of a fire.
- g. The Contractor shall provide a valid certificate of insurance prior to beginning work. The Contractor indemnifies the Commonwealth from and against any liability for claims arising from the Contractors activities under the contract. The Contractor shall provide a certificate indicating a) comprehensive commercial general liability insurance, with coverage for bodily injury, wrongful death, and property damage in the amount of at least \$1,000,000 naming the Commonwealth as an additional insured regarding the work to be performed under this contract, and b) Workman's Compensation Insurance as required under Massachusetts law for all persons employed by the Contractor. Contractor shall provide Certificates of Insurance for all sub-Contractors evidencing the same coverage required of the Contractor or equivalent proof of self-insurance.
- h. The Contractor shall provide as surety a performance bond **in the amount of 100% of the contract price prior to beginning work** at each site. The performance bond must be furnished to DFW in the form of a surety bond issued by a surety company; a certified, treasurer's or cashier's check drawn on a responsible bank or trust company payable to the awarding authority; or cash.) [M.G.L. c. 149, §44A(2)(C) and M.G.L. c. 30, §39M(a)]. The performance bond shall be forfeited as liquidated damages if all contract provisions

covered are not faithfully and fully performed by the Contractor. Should the amount of damages, as determined by DFW, exceed the amount of said bond, the Contractor agrees to pay the excess balance within 90 days. Otherwise, said bond will be returned to the Contractor after all terms of this contract are fulfilled to the satisfaction of DFW.

- i. Contractors shall submit all certified payroll sheets for all employees employed at the work site with their request for payment for work completed.
- j. All persons employed by the Contractor shall have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration (OSHA) that is at least 10 hours in duration. Documentation of successful completion of said course shall be submitted with the certified payroll sheets for each employee.
- l. If, during the progress of the work, the contractor or the awarding authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents either the contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly.

(a) The awarding authority may order the general contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the awarding authority; provided however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the awarding authority to act within the time specified in this contract, the awarding authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the general contractor on such increase; and provided further, that the awarding authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.

(b) The general contractor must submit the amount of a claim under provision (a) to the awarding authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the awarding authority shall not approve any costs in the claim incurred more than twenty days before the general contractor notified the awarding authority in writing of the act or failure to act involved in the claim.

- m. Any additional project costs or contract changes must be approved by the Division's Chief Financial Officer in writing.

Bidders' Conference:

It is mandatory for all vendors to attend a bidders' conference prior to submitting a bid. A bidder's conference is scheduled at the site at **10:00 am on Tuesday, February 16, 2016**. Vendors are to meet at the pull-off on the south-bound lane of Route 7 in Stockbridge, immediately south of the crossing of Agawam Brook, approximately 0.6 miles north of the Great Barrington town line (see Figure 1 for meeting location). Vendors who cannot attend the scheduled Bidder's Conference on 02/16/2016 may request an alternative conference date/time to be held prior to the bid due date, but **MUST schedule the alternative conference PRIOR TO the scheduled Bidder's Conference at 10:00 am, Tuesday, Feb. 16, 2016** so that all prospective bidders can be announced at the scheduled conference. Bids will not be accepted from vendors who do not attend a bidder's conference.

Please contact Chris Buelow (chris.buelow@state.ma.us or 508.769.7568) prior to the scheduled Bidder's Conference if an alternate conference is required

Bid Due Date:

Sealed Bids must be received, in writing, no later than 2:00 pm on Thursday, February 25, 2016, at which time they will be publicly opened and read.

INSTRUCTIONS FOR SUBMISSION OF RESPONSES:

- 1) All vendors must attend either the scheduled bidder's conference or an alternate conference to be eligible to bid.
- 2) Two complete paper copies of your response must be received, in writing, no later than **2 pm on Thursday, February 25, 2016** at which time bids will be publicly opened and read.

Submit responses to:

Division of Fisheries and Wildlife
Attn: Karen Dolan
1 Rabbit Hill Rd
Westborough, MA 01581

On the outside of the envelope containing the two complete copies of your bid(s), clearly mark: Bid Documents Enclosed, DFW-2016-038: Phragmites Mowing at Agawam Lake.

All responses must include **two copies** of items 1-4 listed below. **BE SURE TO INCLUDE ALL ITEMS LISTED OR YOUR RESPONSE MAY BE FOUND TO BE INCOMPLETE AND NON-RESPONSIVE.**

- 1) Completed Mandatory Bid Sheet
- 2) Affidavit: Proposal for RFR DFW-2016-038: Phragmites Mowing at Agawam Lake Wildlife Management Area **One copy must be notarized original.**
- 3) Bid deposit in the amount of 5% of total bid price, payable to the Division of Fisheries and Wildlife, in the form of a surety bond issued by a surety company; a certified, treasurer's or cashier's check drawn on a responsible bank or trust company payable to the awarding authority; or cash. [M.G.L. c. 149, §44A(2)(C) and M.G.L. c. 30, §39M(a)]
- 4) Business Reference Form outlining the bidders experience for conducting the type of work described in this RFR with references.

In addition to the forms listed above, bidders must submit one copy of each of the forms listed below.

- 1) MA Construction Contract Form to be provided by awarding authority
- 2) Commonwealth Terms and Conditions filled out and signed by the respondent
- 3) Commonwealth W-9 tax information form filled out and signed by the respondent (If not already on file)
- 4) Contractor Authorized Signatory Listing, completed and signed by the Contractor.
- 5) Proof of liability insurance coverage
- 6) Electronic Funds Transfer form
- 7) A **performance bond** in the amount of 100% of the contract price in the form of a surety bond issued by a surety company; a certified, treasurer's or cashier's check drawn on a responsible bank or trust company payable to the awarding authority; or cash. Performance bond shall be submitted prior to beginning work at the site.
- 10) Revenue Enforcement and Protection Certification (REAP)
- 11) Certificate of Compliance with MA Employment Security Law

Submit questions to: chris.buelow@state.ma.us

MANDATORY BID SHEETS: DFW-2016-038:Phragmites Mowing at Agawam Lake WMA

Project Costs:

Unit A

- | | |
|--|--|
| 1. Mowing/mulching of all standing dead phragmites and Phragmites thatch in designated areas | \$ _____ |
| 2. Equipment cleaning: | \$ _____ |
| 3. Remobilization (if approved by DFW) | \$ _____ |
| 4. Additional Costs* | \$ _____ |
| 5. Total Costs (add items 1-4, above) | \$ |

6. Logistics: List the **equipment and methods** proposed to complete this work:

***Please give a detailed description on a separate sheet of any additional costs associated with this project site that are not included in the Project Costs above, including site access improvements.** DFW will only pay additional authorized costs specified in your response to this scope of services.

MANDATORY BID SHEETS: DFW-2016-038:Phragmites Mowing at Agawam Lake WMA (page 2 of 2)

Bid Deposit Calculation: Multiply the **Total Cost** by 0.05 (5%) to calculate the **Bid Deposit Amount**.

- 1) **Total Cost:** \$ _____
- 2) **5% Bid Deposit Amount:** \$ _____

By signing below, the bidder certifies that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work and 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. 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 word "person" shall mean any natural person, joint venture, partnership, corporation or 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.

Bidder's Information

Name (printed)		Signature	
Company		Date	
Street Address		Phone	
City, State, Zip Code		Email	

Signature conveys approval with all proposed bids and agreement with all terms set out in this Scope of Services.

At a duly authorized meeting of the Board of Directors of the

(Name of Corporation)

held on _____ at which all the Directors were present or
(Date)

waived notice, it was VOTED, that _____,
(Name)

_____, of this company and he hereby is
(Officer)

authorized to execute contracts and bonds in the name and behalf of said company, and affix its corporate seal thereto; and such execution of any contract or obligation on this company's name on its behalf by such _____

(Officer)

under seal of the company, shall be valid and binding upon this company.

A true copy,

ATTEST: _____

Place of business:

Date of the Contract: _____

I hereby certify that I am the clerk of the _____

that _____ is duly elected _____

of said company, and that the above vote has not been amended or rescinded

and remains in full force and effect as of the date of this contract.

_____ Corporate Seal

BUSINESS REFERENCE FORM

The bidder shall supply the Division as part of their bid package a statement of their qualifications to conduct the type of work required under this RFR. The contractor shall also include a list of the similar jobs they have completed in the past 2 years, including the names, addresses, and contact numbers for each contract manager or owner of the job sites. Attach additional sheets if necessary.

Bidder: _____

RFR Name/Title: _____

RFR Number: _____

Reference name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

Reference name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

Reference name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

Reference name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

Reference name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

References will be contacted to confirm the bidder's abilities and qualifications as stated in the bidder's response. The division may deem the bidder's response unresponsive if a reference is not obtainable from a listed reference after reasonable attempts.

Owner Contractor Agreement

THE COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF FISH AND GAME

Division of Fisheries and Wildlife

Clause 1. This agreement made this _____ day of _____, 2016, between the Commonwealth of Massachusetts, by the Department of Fish & Game, Division of Fisheries and Wildlife, for the said Commonwealth and _____ a corporation duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at _____, herein called the Contractor.

Clause 2. Witnesseth, the parties to this agreement, each in consideration of the agreements on the part of the other herein contained, do hereby agree, the Commonwealth of Massachusetts for itself, and said Contractor for itself and its successors and assigns as follows:

Phragmites mowing at Agawam Lake Wildlife Management Area, Stockbridge, MA.

CONTRACT SUMMARY:

CONTRACT #: DFW-2016-038

TOTAL CONTACT AMOUNT: \$0

CONSTRUCTION COMPLETION DATE(s): no later than April 1, 2016

In strict conformity with the provisions herein contained and of the Notice to Contractors, Proposal and Special Provisions hereto attached, and all applicable Standard Specifications with the plans referred to herein. All said plans, Standard Specifications, Supplemental Specifications, Special Provisions, Notice to Contractors and Proposal are hereby made part of this contract.

Clause 3. In consideration of the foregoing premises the Commonwealth agrees to pay and the Contractor agrees to receive as full compensation for everything furnished and done by the Contractor under this contract, including all work required but not shown on the plans for the items herein mentioned, and also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any delay or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work as herein specified, and for well and faithfully completing the work, and the whole thereof, as herein provided, such unit prices are set out in the accompanying proposal, and for all work required, for which there is no item in the proposal, such compensation as is provided for in the aforesaid specifications.

In witness whereof, the said Contractor has caused these presents to be signed in its name and behalf and its corporate seal to be affixed by

_____ Its _____

and

_____ Its _____

thereto duly authorized, and the said Commonwealth has executed these presents by its Division of Fisheries and Wildlife on the year and day above written

Kris McCarthy, CFO-DFW

BY _____ Contractor

_____ 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



COMMONWEALTH TERMS AND CONDITIONS

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)

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: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> 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

□□-□□□□□□

DUNS

□□□□□□□□

Vendors:
Dunn and Bradstreet Universal Numbering System (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.

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

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

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

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

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

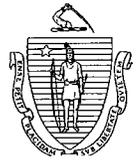
Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

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

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

**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:

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 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 either 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 #

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: _____

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: Department of Fish and Game, Division of Fisheries and Wildlife

Attach voided check here.

The image shows a voided check from the Commonwealth of Massachusetts. The check is dated 10/27/07 and is payable to the Treasurer of the Commonwealth. The amount is \$100.00. The check number is 99-256/1111. The check is voided with a large 'F' and 'S' stamp.

REVENUE ENFORCEMENT AND PROTECTION CERTIFICATION (REAP)

Pursuant to Section 36 of Chapter 233 of the Acts of 1983, Amending Section of 49A (b), of Chapter 62c, General Laws,

I, _____

authorized signatory for _____

whose principal place of business is at _____

do hereby certify under the penalties of perjury that to the best of my knowledge and belief _____

has complied with any and all applicable state tax laws.

Name of Corporation _____
Or Company

Title of Person signing _____

Signature _____ Date _____

The bidder must demonstrate compliance with Commonwealth tax laws, including M.G.L. C. 62C, s49A. The bidder must submit an original or photocopy of a Certificate of Good Standing, which has been issued by the Massachusetts Department of Revenue within the past year. To obtain a Certificate of Good Standing, the bidder must submit the request to:

Department of Revenue, Tax Payer Division, Certificate Unit
P.O. Box 7066, Boston, MA 02204
(617)887-6550 (617)887-6262 FAX

Include the following information:

Name, address and telephone number of the corporation.

Reason for request. Be sure to mark your request with the word "**BID**". Types of taxes to which the corporation is subject and the corresponding Massachusetts identification number (if any).

Power of Attorney Form M-2848, if applicable.

Signature of a major officer of the corporation.

The Certificate of Good Standing must be provided prior to final execution of the Contract Form.

**CERTIFICATE OF COMPLIANCE WITH
MASSACHUSETTS EMPLOYMENT SECURITY LAW**

Pursuant to G.L. c. 151A, s. 19A(b), I, _____ ,
(Name and Title)

signing on behalf of _____ ,
(Name and Title)

hereby certify that the aforementioned employer has complied with all employment security laws of the Commonwealth of Massachusetts relating to contributions and payments in lieu of contributions.

Signed under the penalties of perjury this _____ day of _____, 20____.

(Signature)



THE COMMONWEALTH OF MASSACHUSETTS
 EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
 DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
 Massachusetts General Laws, Chapter 149, Sections 26 to 27H

CHARLES D. BAKER
 Governor

RONALD L. WALKER, II
 Secretary

KARYN E. POLITO
 Lt. Governor

WILLIAM D MCKINNEY
 Director

Awarding Authority: Division of Fisheries and Wildlife
Contract Number: DFW-2016-038 **City/Town:** STOCKBRIDGE
Description of Work: Agawam Lake WMA Site Clearing of standing dead phragmites and phragmites thatch using a low ground pressure tracked vehicle with a rotary mower or fecon head.
Job Location: Route 7

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule from the Department of Labor Standards ("DLS") if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **If an apprentice rate is not listed on the prevailing wage schedule for the trade in which an apprentice is registered with the DAS, the apprentice must be paid the journeyworker's rate for the trade.**
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F "rental of equipment" contracts.
- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Rental of Equipment - West						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2015	\$31.65	\$10.41	\$0.00	\$0.00	\$42.06
	06/01/2016	\$32.15	\$10.41	\$0.00	\$0.00	\$42.56
	08/01/2016	\$32.15	\$10.91	\$0.00	\$0.00	\$43.06
	12/01/2016	\$32.15	\$10.91	\$0.00	\$0.00	\$43.06
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2015	\$31.72	\$10.41	\$0.00	\$0.00	\$42.13
	06/01/2016	\$32.22	\$10.41	\$0.00	\$0.00	\$42.63
	08/01/2016	\$32.22	\$10.91	\$0.00	\$0.00	\$43.13
	12/01/2016	\$32.22	\$10.91	\$0.00	\$0.00	\$43.13
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2015	\$31.84	\$10.41	\$0.00	\$0.00	\$42.25
	06/01/2016	\$32.34	\$10.41	\$0.00	\$0.00	\$42.75
	08/01/2016	\$32.34	\$10.91	\$0.00	\$0.00	\$43.25
	12/01/2016	\$32.34	\$10.91	\$0.00	\$0.00	\$43.25
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2015	\$90.51	\$9.80	\$0.00	\$0.00	\$100.31
BACKHOE/FRONT-END LOADER OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2015	\$32.97	\$10.18	\$0.00	\$0.00	\$43.15
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BATCH/CEMENT PLANT - ON SITE <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2015	\$32.44	\$10.18	\$0.00	\$0.00	\$42.62
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BULLDOZER/POWER SHOVEL/TREE SHREDDER /CLAM SHELL <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2015	\$32.97	\$10.18	\$0.00	\$0.00	\$43.15
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2015	\$32.44	\$10.18	\$0.00	\$0.00	\$42.62
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CRANE OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2015	\$36.47	\$10.18	\$0.00	\$0.00	\$46.65
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2015	\$60.34	\$9.80	\$0.00	\$0.00	\$70.14
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2015	\$43.10	\$9.80	\$0.00	\$0.00	\$52.90
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2015	\$64.65	\$9.80	\$0.00	\$0.00	\$74.45
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2015	\$90.51	\$9.80	\$0.00	\$0.00	\$100.31
FIREMAN <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2015	\$32.44	\$10.18	\$0.00	\$0.00	\$42.62

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - OPERATING ENGINEERS - Local 98 Class 3

Effective Date - 12/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.46	\$10.18	\$0.00	\$0.00	\$29.64
2	70	\$22.71	\$10.18	\$0.00	\$0.00	\$32.89
3	80	\$25.95	\$10.18	\$0.00	\$0.00	\$36.13
4	90	\$29.20	\$10.18	\$0.00	\$0.00	\$39.38

Notes:

Steps 1-2 are 1000 hrs.; Steps 3-4 are 2000 hrs.

Apprentice to Journeyworker Ratio:1:6

FLAGGER & SIGNALER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 4 (HEAVY & HIGHWAY)</i>	12/01/2015	\$20.50	\$7.45	\$0.00	\$0.00	\$27.95
	06/01/2016	\$20.50	\$7.45	\$0.00	\$0.00	\$27.95
	12/01/2016	\$20.50	\$7.45	\$0.00	\$0.00	\$27.95
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
FORK LIFT/CHERRY PICKER 27F WEST <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2015	\$32.66	\$10.18	\$0.00	\$0.00	\$42.84
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATORS/LIGHTING PLANTS <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2015	\$29.21	\$10.18	\$0.00	\$0.00	\$39.39
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GRADER/TRENCHING MACHINE/DERRICK <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2015	\$32.97	\$10.18	\$0.00	\$0.00	\$43.15
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
LABORER <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2015	\$24.75	\$7.45	\$0.00	\$0.00	\$32.20
	06/01/2016	\$25.50	\$7.45	\$0.00	\$0.00	\$32.95
	12/01/2016	\$26.25	\$7.45	\$0.00	\$0.00	\$33.70

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - LABORER - Zone 4 Building and Site

Effective Date - 12/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$14.85	\$7.45	\$0.00	\$0.00	\$22.30
2	70	\$17.33	\$7.45	\$0.00	\$0.00	\$24.78
3	80	\$19.80	\$7.45	\$0.00	\$0.00	\$27.25
4	90	\$22.28	\$7.45	\$0.00	\$0.00	\$29.73

Effective Date - 06/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$15.30	\$7.45	\$0.00	\$0.00	\$22.75
2	70	\$17.85	\$7.45	\$0.00	\$0.00	\$25.30
3	80	\$20.40	\$7.45	\$0.00	\$0.00	\$27.85
4	90	\$22.95	\$7.45	\$0.00	\$0.00	\$30.40

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER (HEAVY & HIGHWAY)	12/01/2015	\$25.92	\$7.45	\$0.00	\$0.00	\$33.37
LABORERS - ZONE 4 (HEAVY & HIGHWAY)	06/01/2016	\$26.42	\$7.45	\$0.00	\$0.00	\$33.87
	12/01/2016	\$27.17	\$7.45	\$0.00	\$0.00	\$34.62

Apprentice - LABORER (Heavy and Highway) - Zone 4

Effective Date - 12/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$15.55	\$7.45	\$0.00	\$0.00	\$23.00
2	70	\$18.14	\$7.45	\$0.00	\$0.00	\$25.59
3	80	\$20.74	\$7.45	\$0.00	\$0.00	\$28.19
4	90	\$23.33	\$7.45	\$0.00	\$0.00	\$30.78

Effective Date - 06/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$15.85	\$7.45	\$0.00	\$0.00	\$23.30
2	70	\$18.49	\$7.45	\$0.00	\$0.00	\$25.94
3	80	\$21.14	\$7.45	\$0.00	\$0.00	\$28.59
4	90	\$23.78	\$7.45	\$0.00	\$0.00	\$31.23

Notes:

Apprentice to Journeyworker Ratio:1:5

MECHANIC/WELDER/BOOM TRUCK OPERATING ENGINEERS LOCAL 98	12/01/2015	\$32.44	\$10.18	\$0.00	\$0.00	\$42.62
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
OILER <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2015	\$28.13	\$10.18	\$0.00	\$0.00	\$38.31
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS VI <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2015	\$26.15	\$10.18	\$0.00	\$0.00	\$36.33
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PANEL & PICKUP TRUCKS DRIVER <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2012	\$30.28	\$9.07	\$0.00	\$0.00	\$39.35
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2015	\$32.97	\$10.18	\$0.00	\$0.00	\$43.15
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2015	\$32.44	\$10.18	\$0.00	\$0.00	\$42.62
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROLLER OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2015	\$31.83	\$10.18	\$0.00	\$0.00	\$42.01
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SCRAPER <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2015	\$32.44	\$10.18	\$0.00	\$0.00	\$42.62
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SELF-PROPELLED POWER BROOM <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2015	\$29.21	\$10.18	\$0.00	\$0.00	\$39.39
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2015	\$31.94	\$10.41	\$0.00	\$0.00	\$42.35
	06/01/2016	\$32.44	\$10.41	\$0.00	\$0.00	\$42.85
	08/01/2016	\$32.44	\$10.91	\$0.00	\$0.00	\$43.35
	12/01/2016	\$32.44	\$10.91	\$0.00	\$0.00	\$43.35
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2015	\$32.23	\$10.41	\$0.00	\$0.00	\$42.64
	06/01/2016	\$32.73	\$10.41	\$0.00	\$0.00	\$43.14
	08/01/2016	\$32.73	\$10.91	\$0.00	\$0.00	\$43.64
	12/01/2016	\$32.73	\$10.91	\$0.00	\$0.00	\$43.64
TRACTORS <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2015	\$31.83	\$10.18	\$0.00	\$0.00	\$42.01
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2015	\$32.52	\$10.41	\$0.00	\$0.00	\$42.93
	06/01/2016	\$33.02	\$10.41	\$0.00	\$0.00	\$43.43
	08/01/2016	\$33.02	\$10.91	\$0.00	\$0.00	\$43.93
	12/01/2016	\$33.02	\$10.91	\$0.00	\$0.00	\$43.93
TREE TRIMMER <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	01/31/2016	\$18.51	\$3.55	\$0.00	\$0.00	\$22.06
This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is not on the ground. This classification does not apply to wholesale tree removal.						
TREE TRIMMER GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	01/31/2016	\$16.32	\$3.55	\$0.00	\$0.00	\$19.87
This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is on the ground. This classification does not apply to wholesale tree removal.						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
VAC-HAUL/CATCH BASIN CLEANING <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2015	\$31.94	\$10.41	\$0.00	\$0.00	\$42.35
	06/01/2016	\$32.44	\$10.41	\$0.00	\$0.00	\$42.85
	08/01/2016	\$32.44	\$10.91	\$0.00	\$0.00	\$43.35
	12/01/2016	\$32.44	\$10.91	\$0.00	\$0.00	\$43.35

Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours.)

Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

** Multiple ratios are listed in the comment field.

*** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

**** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

Figure 01: Locus of Meeting location for Bidder's Conference

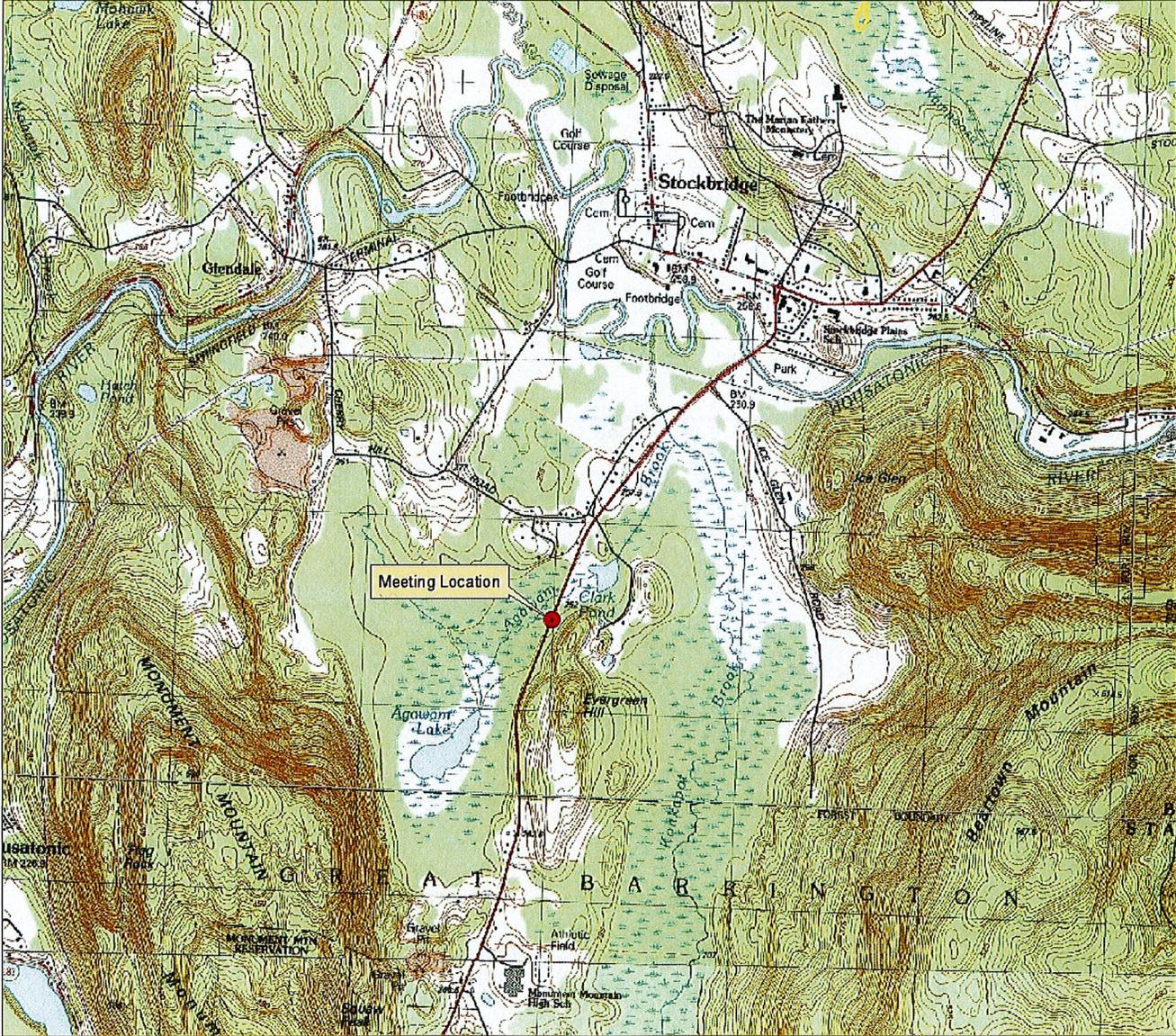


Figure 02: Detail of Extent of Work Area

