

# **BID PACKAGE COVER PAGE**

**DEPARTMENT OF MENTAL HEALTH  
OFFICE OF ENGINEERING AND FACILITIES MANAGEMENT  
167 LYMAN ST.  
WESTBOROUGH, MA 01581**

## **BID DOCUMENTS FOR:**

**2023-015 Inspection and Testing of Smoke and Fire Dampers  
Worcester Recovery Center and Hospital  
309 Belmont Street  
Worcester, MA 01604**



# **BID PACKAGE**

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INSPECTION AND TESTING OF SMOKE AND FIRE DAMPERS  
WORCESTER RECOVERY CENTER AND HOSPITAL  
309 BELMONT STREET  
WORCESTER, MA 01604**

**NOTICE TO CONTRACTORS  
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**NOTICE TO CONTRACTORS  
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**COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE FOR HEALTH AND HUMAN SERVICES  
DEPARTMENT OF MENTAL HEALTH  
OFFICE OF ENGINEERING AND FACILITIES MANAGEMENT**

**General Bids Submission Deadline: 2:00 P.M. Wednesday November 16, 2022**

**The Category of Work is: SHEET METAL, HVAC DUCTWORK, INSPECTION SERVICES**

**Project Name: 2023-015 Inspection and Testing of Smoke and Fire Dampers**

**Project Location: Worcester Recovery Center and Hospital 309 Belmont St. Worcester, MA**

**Estimated Construction Cost: \$75,000.00**

Inspection and Testing of Smoke(12) and Fire(258) Dampers at various locations at the Worcester Recovery Center and Hospital. Work to be in accordance with NFPA 80 and NFPA 105. Sheet Metal Permit for work MUST be pulled with the Massachusetts State Inspectional Services.

Minimum rates of wages to be paid on the project have been determined by the Commissioner of the Division of Occupational Safety under the provisions of Sections 26 and 27, Chapter 149 of the General Laws and will be included in the bid package.

Proposals will ONLY be submitted online via COMMBUYS website by the General Bids Submission Deadline date on forms furnished by the Department of Mental Health (DMH) and clearly identified as a bid, endorsed with the name and address of the bidder, and the project name.

Each general bid proposal must be secured by an uploaded photocopy of an accompanying **deposit of 5%** of the total bid amount, including all alternates, in the form of a bid bond, a certified, treasurer's, or cashier's check issued by a responsible bank or trust company made payable to the Commonwealth of Massachusetts. Awarded vendor will then mail the original 5% deposit bond or check to the Department of Mental Health Engineering and Facilities Management Department at 167 Lyman Street Westborough, MA 01581. The Department reserves the right to waive any informality in or reject any or all Bids if it is in the public interest to do so.

Plans and Specifications will **ONLY** be available at **COMMBUYS** from **10/26/2022 until bid opening as amended**. Bid must be submitted electronically on COMMBUYS by the General Bids Submission Deadline date above. If you have any questions or concerns with using COMMBUYS, please contact the COMMBUYS help desk at 617-720-3197 (8am - 5pm EST Monday thru Friday). The General Contractor/Bidder shall self-perform the work and maintain a valid sheet metal "business" license with the Board Of Examiners Of Sheet Metal Workers.

**Pre-Bid Conference:** A **MANDATORY** Pre-Bid Conference will be held at **10:00AM on Tuesday 11/8/2022**. **Contractors should meet the Project Engineer in the lobby of Worcester Recovery Center and Hospital located at 309 Belmont Street, Worcester** to review and discuss project details. Please contact Gerald McCullough, DMH project Engineer, at (617) 571-5254. **After attending the Mandatory Pre- Bid Conference, all bidding questions must be uploaded to COMMBUYS by 12PM Wednesday 11/9/2022.**

Project Duration is estimated at ninety (90) calendar days.

MBW/WBE Contractors are encouraged to inquire about this project.

**DEPARTMENT OF MENTAL HEALTH  
BROOKE DOYLE, COMMISSIONER**

**DEPARTMENT OF MENTAL HEALTH  
OFFICE OF ENGINEERING AND FACILITIES MANAGEMENT  
167 LYMAN STREET  
WESTBOROUGH, MASSACHUSETTS 01581**

**DMH PROJECT #2023-015  
*INSPECTION AND TESTING OF SMOKE AND FIRE DAMPERS  
AT  
WORCESTER RECOVERY CENTER AND HOSPITAL  
309 BELMONT STREET  
WORCESTER, MA 01604***

**NOTICE OF MANDATORY PRE-BID CONFERENCE**

**ALL CONTRACTORS INTERESTED IN BIDDING ON THIS PROJECT ARE  
HEREBY NOTIFIED OF A MANDATORY PRE-BID CONFERENCE AND WALK-  
THROUGH. COVID PRECAUTION & PRESCREENING ARE REQUIRED PRIOR  
TO ENTERING THE BUILDING**

**ON**

**TUESDAY NOVEMBER 8, 2022**

**AT**

**10:00 A.M.**

**CONTRACTORS ARE TO MEET IN THE MAIN LOBBY OF  
WORCESTER RECOVERY CENTER AND HOSPITAL  
LOCATED AT  
309 BELMONT STREET  
WORCESTER, MA 01604**



# **BID PACKAGE**

## **PART I**

# **INSTRUCTIONS TO BIDDERS**

## **For Projects with no Filed Sub Bidders**

**2023- 015 Inspection and Testing of Smoke and Fire Dampers  
Worcester Recovery Center and Hospital  
309 Belmont Street  
Worcester, Massachusetts 01604**

### **Instructions to Bidders**

#### **Attachment A:**

Minimum Wage Rates

Prevailing Wage Schedule – Bidder Acknowledgement

#### **Attachment B: Forms Used During Bidding**

Form for General Bid



**COMMONWEALTH OF MASSACHUSETTS  
INSTRUCTIONS TO BIDDERS**

**Awarding Authority:**

Department of Mental Health  
Office of Engineering and Facilities Management  
Hadley Building  
167 Lyman Street  
Westborough, MA 01581  
Gerald McCullough, DMH Project Engineer  
Office Tel: (508) 616 – 2248

**2023- 015 Inspection and Testing of Smoke and Fire Dampers  
Worcester Recovery Center and Hospital  
309 Belmont Street  
Worcester, Massachusetts 01604**

**Category of Work: SHEET METAL, HVAC DUCTWORK, INSPECTION SERVICES**

**Project Description and Scope:**

Inspection and Testing of Smoke(12) and Fire(258) Dampers at various locations at the Worcester Recovery Center and Hospital. Work to be in accordance with NFPA 80 and NFPA 105. Sheet Metal Permit for work **MUST** be pulled with the Massachusetts State Inspectional Services.

**Deadline for filing General bids is at: 2:00 PM Wednesday November 16, 2022**

**The minimum wage rate requirements for this Contract are located in Attachment A to these Instructions to Bidders.**

**Pursuant to M.G.L. c. 30, §39S(a) (2) all employees to be employed on the project must have successfully completed a course in construction safety and health approved by OSHA and of at least 10 hours in duration.**

**The Contractor must provide written verification as detailed in the General Conditions of compliance with Federal Department of Homeland Security Requirements, including but not limited to the Employment Eligibility Verification (Form I-9) Process.**

**Bid forms for this Contract are located in Attachment B to these Instructions to Bidders.**

**COVID-19 Precaution Notice: Anyone attending site viewing(s) will be required to follow state and city precaution guidelines by wearing the necessary face mask and practicing safe distancing.**

**The estimated time for completion of the Work is ninety (90) calendar days, and will be specified in Article 2 of the Owner - Contractor Agreement for the successful bidder. Liquidated damages for failure to complete work on time is \$500 per day, and will be stated in Article 7 of the Owner - Contractor Agreement.**

**Bidding Documents must be obtained via COMMBUYS website. If you need assistance with COMMBUYS, please call the COMMBUYS help desk at (617) 720-3197. COMMBUYS Job Aids for Vendors on how to use COMMBUYS are available by clicking the link below.**

**<https://www.mass.gov/lists/job-aids-for-vendors-using-commbuys>**

The filed subtrades for this project are as follows: **(not applicable)**

As used herein, capitalized terms shall have the meaning assigned to them in the General Conditions of the Contract and the Owner - Contractor Agreement unless the context clearly indicates otherwise.

## **SECTION I - BIDDER'S REPRESENTATION**

**1.1** Each general bidder or sub-bidder (hereinafter sometimes referred to as "Bidder") by making a bid or sub-bid (hereinafter sometimes referred to as "Bid") represents and warrants that Bidder has visited and examined the Site and the Contract Documents, that Bidder is familiar with the local conditions under which the Work is to be performed, that Bidder has correlated personal observations with the requirements of the Contract Documents, and that where the Contract Documents require, in any part of the Work, a given result to be produced, the Contract Documents are adequate and that Bidder will produce the required result within the Bid price and that the Bid is made in accordance therewith.

**1.2** Failure to so examine the Contract Documents and the Site will not relieve any Bidder from any obligation under the Bid as submitted. Neither the Commonwealth nor the Designer will be responsible for errors, omissions and/or charges for extra work

arising from Bidder's failure to familiarize itself with the Contract Documents or existing conditions.

## **SECTION 2 -- GENERAL BIDDERS - CERTIFICATE OF ELIGIBILITY AND UPDATE STATEMENT (NOT APPLICABLE)**

**2.1 (not applicable)** Every general bidder must submit the following with its general bid:

--A Prime/General Contractor Certificate of Eligibility issued by the Division of Capital Asset Management and Maintenance (DCAMM), showing that the Bidder has been approved to bid on projects for the category of work required and that the Bidder has a single project limit in an amount no lower than the amount of its Bid including all "add" alternates.

--A fully completed Prime/General Contractor Update Statement.

**2.2 (not applicable)** It is the Bidder's responsibility to obtain the necessary forms from DCAMM and to submit its Application for Certificate of Eligibility so as to allow sufficient time for DCAMM's evaluation of the application and issuance of a Certificate of Eligibility prior to the deadline for bidding.

**2.3 (not applicable)** The Prime/General Contractor Update Statement is not a public record as defined in M.G.L. c. 4, § 7 and will not be open to public inspection.

## **SECTION 3 – FILED SUB-BIDDERS - CERTIFICATE OF ELIGIBILITY AND UPDATE STATEMENT (NOT APPLICABLE)**

**3.1 (not applicable)** Every filed sub-bidder must submit the following with each filed sub-bid:

--A Sub-Bidder Certificate of Eligibility issued by the Division of Capital Asset Management and Maintenance (DCAMM) for that sub-bid trade, showing that the sub-bidder has been approved to bid on projects of the category of work required.

--A fully completed Sub-Bidder Update Statement.

**3.2 (not applicable)** It is the sub-bidder's responsibility to obtain the necessary forms from DCAMM and to submit its Application for Sub-bidder Certificate of Eligibility so as to allow sufficient time for DCAMM's evaluation of the application and issuance of a Sub-Bidder Certificate of Eligibility prior to the deadline for bidding.

**3.3 (not applicable)** The Sub-Bidder Update Statement is not a public record as defined in M.G.L. c. 4, §7 and will not be open to public inspection.



## **SECTION 4 -- REQUESTS FOR INTERPRETATION**

**4.1** Any questions by prospective Bidders concerning interpretation of the Contract Documents must be **uploaded to COMMBUYS by Wednesday November 9, 2022 by 12:00PM.** The Awarding Authority will post any addenda or written interpretations on COMMBUYS that it deems necessary to Bidders at least 48 hours before the General Bids Submission Deadline Date. Bidders may NOT rely upon oral communications or interpretations from the Awarding Authority or the Designer and the Awarding Authority shall not be bound by them.

**4.2** It is the sole responsibility of the Bidder to ascertain the existence of any addenda issued by the Awarding Authority on COMMBUYS, by Bidder.

**4.3** Wherever in the Contract Documents reference is made to Massachusetts General Laws, it shall be construed to include all amendments thereto effective as of the date of the issuance of the invitation to bid on the proposed work.

## **SECTION 5 -- PREPARATION OF BIDS; ALTERNATES**

**5.1** General Bids shall be submitted on the Form for General Bid included in Attachment B to these Instructions to Bidders.

**5.2** All entries on the Bid form shall be typewritten or in ink.

**5.3** Where so indicated on the Bid form, sums shall be expressed in both words and numerals. Where there is a discrepancy between the Bid sum expressed in words and the Bid sum expressed in figures, the Bid sum expressed in words shall control unless the intention of the Bidder clearly is otherwise as determined by the Awarding Authority in its sole discretion.

**5.4** Each general Bidder shall acknowledge all required alternates in Section C on the Form for General Bid by entering the dollar amount of addition or subtraction necessitated by the alternate. General Bidders shall enter on the Form for General Bid a single amount for each alternate that shall consist of the sub-Bidders' amounts and the amount for work performed by the general Bidder.

**5.5** If an alternate includes work within the Bidder's scope of work and does not involve a change in the cost of the Bid, the Bidder shall so indicate by writing "No Change" or "N/C" or "0" in the space provided for that alternate.

**5.6** The lowest Bidder will be determined on the basis of the sum of the base Bid and the accepted alternates.

**5.7 (not applicable)** If the space for indicating a requirement for payment and performance bonds for filed subcontractors is left blank by the general Bidder on the Form for General Bid, the Awarding Authority shall interpret this as a "No."

**5.8 (not applicable)** Costs for subcontractors' bond premiums shall be paid for by the general Contractor in accordance with M.G.L. c. 149, § 44F unless the project is a project in which contractor and subcontractor prequalification are required pursuant to M.G.L. 149, §§ 44D1/2 or 44D3/4.

**5.9 (not applicable)** If the general Bidders are instructed to carry an amount for a given subtrade listed under Item 2, general Bidders shall list the subtrade and the amount provided by the Awarding Authority. The line under "bonds required" on the Form for General Bid should be left blank or marked "N/A" in order for subsection 5.10 to apply.

**5.10 (not applicable)** Upon solicitation of a subcontractor to perform the work required with respect to a subtrade referenced in subsection 5.9, the general Bidder's Contract Price shall be adjusted by the following: a) the difference between the subcontract amount and the amount carried in the general Bid; b) the total cost of the subcontractor's bonds, if the general Bidder requires such bonds after the solicitation is completed and if the general Bidder complied with 5.9 above; c) the documented increased costs for the general Bidder's bonds, if any, attributable to the incremental difference between the amount carried for the given subtrade and the actual subcontract amount.

**5.11 (not applicable)** Overhead and profit for supervision of the subtrade mentioned in subsections 5.9 and 5.10 above shall be included by all general Bidders in Item 1 of the subdivision of the Contract Price. No additional overhead or profit will be paid on the incremental difference between the amount carried for the subtrade and the subcontract amount as stated in M.G.L. c. 149, § 44F(4)(a)(2).

**5.12 (not applicable)** Sub-Bidders should not list Paragraph E sub-subcontractors unless requested to do so by the Awarding Authority.

**5.13** Each general Bid must be accompanied by a bid deposit in the form of a bid bond; cash; or a check certified by, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the Commonwealth of Massachusetts. Any bid bond shall be (a) in a form satisfactory to the Awarding Authority, (b) with a surety company qualified to do business in the Commonwealth and (c) conditioned upon the faithful performance by the principal of the agreements contained in the Bid.

**5.14** The amount of such bid deposit shall be **5% five per cent** of the value of the Bid including alternates.

## **SECTION 6 - SUBMISSION OF BIDS**

**6.1** Each general Bid, **including a photo copy of the bid deposit** shall be uploaded into COMMBUYS.

General Bid for: \_\_\_\_\_

**Project Title: 2023- 015 Inspection and Testing of Smoke and Fire Dampers  
Worcester Recovery Center and Hospital  
309 Belmont Street  
Worcester, Massachusetts 01604**

**General Bidders name, business address, and telephone number.**

\_\_\_\_\_

**6.2** All Bids must be received by the Awarding Authority via the COMMBUYS Website no later than the **Deadline for Filing General Bid date** specified on page two of these Instructions to Bidders. Any Bid received after this deadline date and time will not be accepted.

#### **SECTION 7 - WITHDRAWAL OF BIDS; REJECTION OF BIDS**

**7.1** Any Bid may be withdrawn prior by emailing Gerald McCullough at [gerald.mccullough@mass.gov](mailto:gerald.mccullough@mass.gov) prior to the **Deadline for filing General Bid date on page two.**

**7.2** A Bidder may withdraw its Bid without penalty by emailing Gerald McCullough at [gerald.mccullough@mass.gov](mailto:gerald.mccullough@mass.gov) at any time up to the time of Award as defined below in subsection 9.1 only upon demonstrating to the satisfaction of the Awarding Authority that a death or disability has occurred or a bona fide clerical or mechanical error of a substantial nature was made during the preparation of the bid. Failure to demonstrate conclusively that a bona fide clerical or mechanical error of a substantial nature was made may result in forfeiture of the Bid deposit.

**7.3** The Awarding Authority reserves the right to waive any informality in or to reject any and all Bids if it is in the public interest to do so. Without limiting the foregoing, the Awarding Authority reserves the right to reject unit prices which it deems unduly high or unduly low as unbalanced.

#### **SECTION 8 - MBE AND WBE PARTICIPATION (not applicable)**

#### **SECTION 9 -- CONTRACT AWARD**

**9.1** "Award" means the determination, selection, and notification of the lowest, responsible and eligible Bidder by the Awarding Authority.

**9.2** The Awarding Authority will award the Contract within thirty (30) days, Saturdays, Sundays, and legal holidays excluded after the opening of Bids in accordance with M.G.L. c.149 §44A.

**9.3** The Contract will be awarded to the lowest responsible and eligible Bidder as determined by the Awarding Authority, except in the event of substitution as provided under M.G.L. c.149, §§44E and 44F, in which cases the procedure as required by said sections shall govern the award of the Contract.

**9.4** As used herein, the term "lowest responsible and eligible Bidder" shall mean the general Bidder whose Bid is the lowest of those Bidders who, in the Awarding Authority's opinion, are ready, willing and able to comply with all requirements of the Contract Documents and demonstrably possess the skill, ability, and integrity necessary for the faithful performance of the Work, based on the determination of past performance and financial soundness under (i) M.G.L. c.149 §44A and following sections, (ii) the rules, regulations, orders, guidelines and policies promulgated from time to time by the Commissioner of the Division of Capital Asset Management and Maintenance ("DCAMM") and (iii) any other relevant criteria that the Commissioner may prescribe. If the Awarding Authority determines that any non-filed subcontractor chosen by a Bidder is not qualified or responsible, then the Bidder shall obtain another subcontractor satisfactory to Awarding Authority and the contract price shall not be adjusted.

**9.5** The general Bid price shall be the price set forth in paragraph C of the Form for General Bid. No general Bid shall be rejected (i) because the sum of the prices set forth in Item 1 and 2 does not equal the general Bid price set forth in said paragraph C or (ii) because of one or more errors in setting forth the name, the sub-Bid price of a sub-Bidder, or the total of Item 2, provided that the sub-Bidder or sub-Bidders designated are clearly identifiable, or (iii) because the plans and specifications do not accompany the Bid or are not submitted with the Bid.

**9.6** Should the Contract Documents require submission of special data to accompany the Bid, the Awarding Authority reserves the right to rule the Bidder's failure to submit such data an informality and to received said data subsequently within a reasonable time as set by the Awarding Authority, provided that no such ruling shall result in an unfair advantage to the Bidder.

**9.7** The Awarding Authority also reserves the right to reject any sub-Bid if it determines that such sub-Bid does not represent the Bid of a person competent to perform the work as specified, or if fewer than three sub-Bids are received for a sub-trade, and the Bid prices are not reasonable for acceptance without further competition.

**9.8** If the Awarding Authority decides to reject all general Bids or if the Awarding Authority does not receive any general Bids, the Awarding Authority may retain and use the sub-Bids received for a second opening of general Bids; provided, however, that there are no changes in the work involved for the subtrades for which the sub-Bids are so retained and used; and provided, further, that the Awarding Authority shall obtain the

consent of each sub-Bidder included in any award of a general Contract made pursuant to the second opening of general Bids if such award is not made within ninety days, Saturdays, Sundays and legal holidays excluded, after the opening of such sub-Bids.

## **SECTION 10 - EXECUTION OF CONTRACTS**

**10.1** If a selected filed sub-Bidder fails, within five days, Saturdays, Sundays and legal holidays excluded, after presentation of a Subcontract by the general Bidder to which the Contract was awarded, to perform its agreement to execute a Subcontract in the form provided by the Awarding Authority with such general Bidder contingent upon the execution of the general Contract, and, if requested to do so by such general Bidder in the general Bid, to furnish a 100% payment bond and a 100% Performance Bond as stated in its filed sub-Bid, such general Bidder and the Awarding Authority shall select from the other filed sub-Bids duly filed with the Awarding Authority for such sub trade and not rejected the lowest responsible and eligible filed sub-Bidder at the amount named in its filed sub-Bid as so filed against whose standing and ability the general Contractor makes no objection, and the Contract price shall be adjusted by the difference between the amount of such filed sub-bid and the amount of the sub-bid of the delinquent filed sub-Bidder.

**10.2** Upon receipt of the Award, the general Bidder awarded the Contract shall submit a properly executed original of each of the following documents prior to execution of the Contract by the Awarding Authority. All such documents shall be in the form prescribed by the Awarding Authority.

- Owner-Contractor Agreement
- 50% Payment Bond with power of attorney attached
- Certificates of Insurance evidencing coverages in amounts required by the Contract Documents
- Any other documents that the Awarding Authority may reasonably require in connection with the Contractor's execution of the Contract.

-Written representation by the General Contractor to the effect that it has presented subcontracts to all selected filed sub-Bidders and a statement as to whether or not each such selected filed sub-Bidder has executed its subcontract such that the Awarding Authority may release the Bid deposit with respect to the same. **Misrepresentation of the foregoing shall render the general Contractor liable to the Awarding Authority for the sum of any Bid deposit released by the Awarding Authority with respect to a filed sub-Bidder that fails to execute its subcontract.**

**10.3** Please note that **no part of the General Contractor's work may be subcontracted without the prior written approval of the Awarding Authority.** If the General Contractor desires to subcontract any part of the Work, other than work covered by Item 2, filed sub-Bidders, the General Contractor must promptly forward to the Awarding Authority a list in triplicate designating the work to be performed and the name of each

proposed subcontractor for approval by the Awarding Authority. Approved subcontractors are eligible for direct payments under M.G.L. 30, § 39F, as amended. Material suppliers not involving site labor need not be submitted for approval.

## **SECTION 11 - RETURN OF BID DEPOSITS**

**11.1** If no award is made, upon the expiration of the time prescribed in M.G.L. c. 149, § 44A for making an award; except that, if any general Bidder fails to perform its agreement to execute the Contract and furnish a 50% Payment Bond as stated in its Bid, then said general Bidder's Bid deposit shall become the property of the Commonwealth as liquidated damages; provided that the amount of the Bid deposit that becomes the property of the Commonwealth shall not exceed the difference between the Contractor's Bid price and the Bid price of the next lowest responsible and eligible Bidder; and provided further that, in the case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting the general Bidder, such general Bidder's Bid deposit shall be returned.

**11.2** If a selected sub-Bidder fails to perform its agreement to execute a sub-contract with the general Bidder selected as the general Contractor, contingent upon the execution of the General Contract, and, if requested to do so in the general Bid by such general Bidder, to furnish a Performance and Payment Bonds as stated in its sub-Bid in accordance with M.G.L. c. 149, § 44F(2), the Bid deposit of such sub-Bidder shall become the property of the Commonwealth as liquidated damages, provided that the amount of the Bid deposit that shall become the property of the Commonwealth shall not exceed the difference between its sub-Bid price and the sub-Bid price of the next lowest responsible and eligible sub-Bidder.

**11.3** In addition to the provisions for the return of Bid deposits as provided above, upon receipt of a Bid Bond in an amount not less than the amount of the required Bid deposit, the Awarding Authority shall return any Bid deposit of a Bidder forthwith after the public opening of Bids.

**ATTACHMENT A**

**PREVAILING WAGE SCHEDULE/OSHA 10 HRS ACKNOWLEDGEMENT**

**The minimum wage rates provided in the following pages have been provided by the Division of Occupational Safety of the Massachusetts Department of Labor and Workforce Development. The Awarding Authority is not responsible for errors or omissions in such wage rates.**

M.G.L. c. 149, §§ 26 and 27 provide as follows:

*" . . . Payments by employers to health and welfare plans, pension plans and supplementary unemployment benefit plans under collective bargaining agreements or understandings between organized labor and employers shall be included for the purpose of establishing minimum wage rates as herein provided.*

*. . . The aforesaid rates of wages in the schedule of wage rates shall include payments by employers to health and welfare plans, pension plans and supplementary unemployment benefit plans as provided in said section twenty-six, and such payments shall be considered as payments to persons under this section performing work as herein provided. Any employer engaged in the construction of such works who does not make payments to a health and welfare plan, a pension plan and a supplementary unemployment benefit plan, where such payments are included in said rates of wages, shall pay the amount of said payments directly to each employee engaged in said construction"*

**Wage Request Number: 20221013-056**

The undersigned hereby certifies that it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; 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; and that it will comply fully with all laws and regulations applicable to awards made subject to section 39M of Chapter 30 of the General Laws.

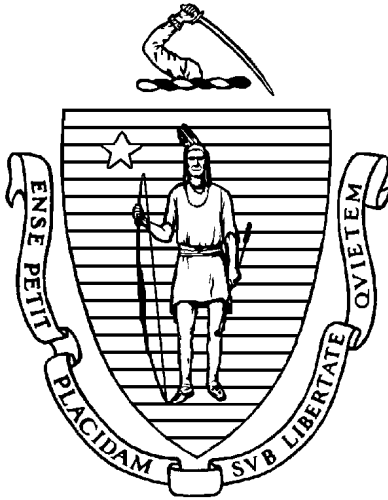
<p><b>Bidder acknowledges receipt of the most recent prevailing wage rates and has incorporated said rates into their proposed bid(s).</b></p>
<p><b>Signature:</b> _____</p>
<p><b>Name and Title:</b> _____</p>

**ATTACHMENT B:  
Forms Used During Bidding**

- 1) Form for General Bid
- 2) Bidder Check list
- 3) Prevailing Wage Schedule/OSHA 10 Hours Acknowledgement (Attachment A)



**Executive Office for Health and Human Services  
Department of Mental Health  
Office of Engineering and Facilities Management  
Hadley Building  
167 Lyman Street  
Westborough, MA 01581  
Gerald McCullough, DMH Project Engineer  
Office Tel: (508) 616-2248**



**COMMONWEALTH OF MASSACHUSETTS  
FORM FOR GENERAL BID**

**2023- 015 Inspection and Testing of Smoke and Fire Dampers  
Worcester Recovery Center and Hospital  
309 Belmont Street  
Worcester, Massachusetts 01604**

The following **must** be uploaded into **COMMBUYS** as part of this bid:

1. A photo copy of the Bid deposit meeting the requirements of Section 5.13 and 5.14 of the Instructions to Bidders uploaded into COMMBUYS.
2. **(Not Applicable)** Complete Statement of Prior Relevant Experience, Facilities, Equipment, References and any other information called for as further set forth in Project Specifications.
3. Prevailing Wage Schedule/OSHA 10 Hours Acknowledgement (See Attachment A)

# FORM FOR GENERAL BID

To the Awarding Authority: **DEPARTMENT OF MENTAL HEALTH (DMH)**

A. The undersigned proposes to furnish all labor and materials required for

Project Name: **2023- 015 Inspection and Testing of Smoke and Fire Dampers  
Worcester Recovery Center and Hospital  
309 Belmont Street  
Worcester, Massachusetts 01604**

in accordance with the accompanying plans and specifications prepared by Gerald McCullough, DMH Project Engineer, for the contract price specified below, subject to additions and deductions according to the terms of the specifications. The General Contractor/Bidder shall self-perform the work and maintain a valid Sheet Metal "Business" License with the Board Of Examiners Of Sheet Metal Workers.

B. This bid includes addenda numbered: (please indicate by checking the box of each addenda number)

No. 1       No. 2       No. 3       No. 4       No. 5       No. 6

C. The proposed contract price is:

---

---

(total bid in words)

dollars (\$\_\_\_\_\_).

For Alternate No. 1: Add \$\_\_\_\_\_ Subtract \$\_\_\_\_\_

For Alternate No. 2: Add \$\_\_\_\_\_ Subtract \$\_\_\_\_\_

For Alternate No. 3: Add \$\_\_\_\_\_ Subtract \$\_\_\_\_\_

Name of General Bidder: \_\_\_\_\_

Massachusetts Sheet Metal "Business" License Number: \_\_\_\_\_

D. The undersigned agrees that, if it is selected as general contractor, it will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a 50% payment bond from a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

<b>Bid Amount</b>	<b>Payment Bond Required</b>	<b>Performance Bond Required</b>
Bid up to \$150,000	50% Payment Bond	No Performance Bond Required
Bid over \$150,000	100% Payment Bond	100% Performance Bond

The undersigned hereby certifies that it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; 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; and that it will comply fully with all laws and regulations applicable to awards made subject to section 39M of Chapter 30 of the General Laws.

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.

The undersigned further certifies under penalties of perjury that the undersigned is not debarred from doing public construction work under any law, rule or regulation of the federal government.

The undersigned hereby declares that the undersigned has carefully examined the Advertisement, Instructions to Bidders, Owner - Contractor Agreement, General Conditions of the Contract, Special Conditions (if any), Plans and Specifications, all other Contract Documents, and also the Site upon which the proposed work is to be performed. The undersigned further declares that in regard to the conditions affecting the work to be done and the labor and materials needed, this proposal is based solely on the undersigned's own investigation and research and not in reliance upon any representation of any employee, officer or agent of the Commonwealth.

The undersigned further certifies under the penalties of perjury that:

- 1) this bid is in all respects bona fide, fair and made without collusion or fraud with any other person;
- 2) we are the only persons interested in this proposal;
- 3) that it is made without any connection with any other person making any bid for the same work and without directly or indirectly influencing or attempting to influence any other person to bid to refrain from bidding or to influence the amount of the bid of any other person or corporation;
- 4) that no person acting for, or employed by, the Commonwealth of Massachusetts is directly or indirectly interested in this proposal, or in any contract which be made under it, or in expected profits to arise therefrom.

As used above the word "person" shall mean natural person, joint venture, partnership, corporation or other business or legal entity.

The undersigned certifies that it shall comply with the provisions of the Equal Employment Opportunity, Non-Discrimination, and Affirmative Action Program set forth in the General Conditions of the Contract.

Should the Contract Documents require submission of special data to accompany the bid, the Awarding Authority reserves the right to rule the bidder's failure to submit such data an informality and to receive said data subsequently within a reasonable time as set by the Awarding Authority.

Date \_\_\_\_\_, 2022.

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

By \_\_\_\_\_  
(Typed/Printed Name of Person & Title)

By \_\_\_\_\_  
(Signed Name of Person)

\_\_\_\_\_  
(Business Address, City, State)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(E-mail address)

The following information is furnished by the Bidder for the information of the Department of Mental Health.

Bidders Vendor Code / FEIN # \_\_\_\_\_

Is Bidder a corporation? \_\_\_\_ If so, incorporated in what state? \_\_\_\_\_

President \_\_\_\_\_

Secretary or Clerk \_\_\_\_\_

Treasurer \_\_\_\_\_

If Bidder is a foreign corporation, is it registered to do business in Massachusetts? \_\_\_\_\_

If Bidder is a foreign corporation and is selected, Bidder is required under M.G.L. c. 30, s. 39L to obtain from the Massachusetts Secretary of State, One Ashburton Place, 17th floor, a certificate stating that the corporation is registered to do business in Massachusetts, and to furnish said certificate to the awarding authority prior to the award.

Is Bidder a general partnership or joint venture? \_\_\_\_ If so, name each partner or venturer \_\_\_\_\_

Is Bidder a limited partnership? \_\_\_\_\_

Is Bidder registered in Massachusetts? \_\_\_\_ If so, name each general partner \_\_\_\_\_

If Bidder is a foreign limited partnership and is selected, Bidder is required under M.G.L. c. 30, s. 39L to obtain from the Massachusetts Secretary of State, One Ashburton Place, 17th floor, a certificate stating that the partnership is registered to do business in Massachusetts, and to furnish said certificate to the awarding authority prior to the award.

For each general partner or venturer that is a corporation, provide the following information (use additional sheets if necessary):

Name of corporation \_\_\_\_\_

State of incorporation \_\_\_\_\_

President \_\_\_\_\_

Secretary or Clerk \_\_\_\_\_

Treasurer \_\_\_\_\_

Name of corporation \_\_\_\_\_

State of incorporation \_\_\_\_\_

President \_\_\_\_\_

Secretary or Clerk \_\_\_\_\_

Treasurer \_\_\_\_\_

Is Bidder an individual? \_\_\_\_\_

Residence Address \_\_\_\_\_

Name under which Bidder does business \_\_\_\_\_

Business Address \_\_\_\_\_

If selected Bidder is an individual doing business under a different name then Bidder must furnish evidence of any required DBA filing.

## BIDDER CHECKLIST

**This is not a contract document. It is provided to help bidders avoid common mistakes that can result in the rejection of bids. It does not modify the Contract Documents.**

**\*\*\*Please note that all BID documents must be uploaded into COMMBUYS\*\*\***

**To ensure that your bids are acceptable to the Department, and are not rejected due to errors or omissions, we are providing this Checklist for your convenience. It does not modify the Contract Documents.**

- 1. Have you used the correct bid form provided in Attachment B ~~(and Attachment C if applicable)~~ to the Instructions to Bidders?
- 2. Have you properly identified the project, architect, etc., on your bid form?
- 3. Have you acknowledged receipt of the most current prevailing Wage Rates and/or Truck Rates which have been provided by the Awarding Authority? (Done by completing the bottom of Attachment A in this Part 1 packet.)
- 4. Are your bid amounts, as expressed in figures and words, consistent?  
**The amount expressed in words will control.**
- 5. Have you acknowledged all addenda issued by placing the number of each addenda on the Bid Form and followed the instructions contained in each one?
- 6. If you are a General Bidder, have you responded to every alternate? ~~If you are a sub-bidder, have you responded to all of those alternates identified as applying to the filed sub-bid section you are bidding on?~~
- 7. If you are a general bidder ~~or a sub-bidder~~ affected by an alternate and an alternate price is requested and you estimate that there is no change in price, did you indicate by writing “no change”, “N/C”, or “0” ? Failure to provide a price, no change, N/C or 0 for an alternate by general bidders and sub-bidders when identified as part of a sub-bidders scope of work will result in rejection of your bid.
- 8. ~~If you are a sub-bidder and the alternate does not affect your category of work, have you left the alternate blank or written “N/A” and only “N/A”?~~
- 9. ~~If you are a sub-bidder and the bid documents request that you supply the name of the firm(s) that will do certain work identified as sub-subcontract paragraph E work, have you completed the Paragraph E section.~~
- 10. Have you added any information not called for, acknowledged an addendum that does not exist, or provided a price for an alternate not identified as part of your scope of work which can result in rejection of your bid?
- 11. Is your Bid Form **SIGNED** and dated?
- 12. **BID DEPOSITS**
  - a. **Have you uploaded your Bid Deposit onto COMMBUYS and FEDEXed your original bid bond to arrive prior to the bid opening date?**
  - b. Is your bid deposit, if in the form of a bid bond, issued from a bonding company licensed to do business in the Commonwealth of Massachusetts? **Is it signed by the contractor and the bonding company?**
  - c. Is your bid deposit made payable to the Commonwealth of Massachusetts? **Bid deposits made payable to any other entity may cause the bid to be rejected.**
  - d. Is your bid deposit five (5%) of the highest possible bid amount, considering all alternates being accepted in order?
- 13. If you are a General Contractor, have you included your current DCAMM Certificate of Eligibility and a completed, signed DCAMM Update Statement.
- 14. If you are a Sub-Contractor, have you included your current Certificate of Eligibility and a completed, signed DCAMM Update Statement?
- 15. Are all of your bid materials **uploaded into COMMBUYS** exactly as provided in the Instructions to Bidders?
- 16. Your bid **MUST** be **uploaded into COMMBUYS** prior to the deadline!

## DOCUMENTS TO UPLOAD TO COMMBUYS CHECKLIST

- 1. **GENERAL BID FORM (PART 1 Attachment B)**
- 2. ~~SUB BID FORM (PART 1 Attachment C – NOT APPLICABLE)~~
- 3. **WAGE RATES ACKNOWLEDGEMENT (PART 1 ATTACHMENT A)**  
**(Complete the bottom of Attachment A in this Part 1 packet.)**
- 4. **5% BID BOND**
- 5. ~~GENERAL CONTRACTOR – DCAMM UPDATE STATEMENT~~
- 6. ~~GENERAL CONTRACTOR – DCAMM CERTIFICATE OF ELIGIBILITY~~
- 7. ~~SUB CONTRACTOR – DCAMM UPDATE STATEMENT (NOT APPLICABLE)~~
- 8. ~~SUB CONTRACTOR – DCAMM CERTIFICATE OF ELIGIBILITY (NOT APPLICABLE)~~
- 9. ~~GENERAL CONTRACTOR – CHPT. 30 MassDOT PREQUALIFICATION STATEMENT (NOT APPLICABLE)~~



# **BID PACKAGE**

## **PART II**

### **Forms for Contract Execution**

2023-015 Inspection and Testing of Smoke and Fire Dampers  
Worcester Recovery Center and Hospital  
309 Belmont Street  
Worcester, MA 01604

- Executive Order 481
- Executive Order 504 (2 pages)
- Owner- Contractor Agreement
- 50% Payment Bond
- Prompt Payment Discount
- Certificate of Compliance with State Tax Laws and With Unemployment Compensation Contribution Requirements
- Certificate of Compliance with Employment Eligibility Verification Requirements (I-9)
- Request for Taxpayer Identification Number and Certification (W-9) (2 pages)
- Commonwealth of Massachusetts Contractor Authorized Signatory Listing (2 pages)
- Electronic Funds Transfer Sign Up Form
- Insurance Document Required - Proof of Insurance amounts per Part 3 General Conditions of the Contract

**Forms are for Reference Only  
To be used for contract award and execution**



**COMMONWEALTH OF MASSACHUSETTS**  
**EXECUTIVE ORDER 481 - CONTRACTOR CERTIFICATION**  
PROHIBITING THE USE OF UNDOCUMENTED WORKERS ON STATE CONTRACTS



**CONTRACTOR LEGAL NAME:**  
**CONTRACTOR VENDOR/CUSTOMER CODE:**

**INSTRUCTIONS:**

Executive Order 481 applies to all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established. As it is the policy of the Executive Branch to prohibit the use of undocumented workers in connection with the performance of state contracts, all contracts entered into after February 23, 2007 require that contractors, as a condition of receiving Commonwealth funds under any Executive Branch contract, make the following certification:

**CONTRACTOR CERTIFICATION:**

As evidenced by the signature of the Contractor's Authorized Signatory below, the Contractor certifies under the pains and penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of all Executive Branch contracts; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such contracts without engaging in unlawful discrimination; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the period of each contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

\_\_\_\_\_  
Contractor Authorizing Signature

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

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

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

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

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

The Contractor is required to sign this Certification only once and may provide a copy of the signed Certification for any contract executed with an Executive Branch Department. A copy of this signed Certification must be attached to the "record copy" of all contracts with this Contractor that are filed with the contracting Department.

## Executive Order 504 Contractor Certification Form

**BIDDER/CONTRACTOR LEGAL NAME:**

**BIDDER/CONTRACTOR VENDOR/CUSTOMER CODE:**

**Executive Order 504:** For all Contracts involving the Contractor's access to personal information, as defined in M.G.L. c. 93H, and personal data, as defined in M.G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth of Massachusetts Information Technology Division's Security Policies available at [www.mass.gov/ITD](http://www.mass.gov/ITD) under Policies and Standards.

Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall:

(1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's Security Policies ("Security Policies") available at [www.mass.gov/ITD](http://www.mass.gov/ITD) under Policies and Standards;

(2) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors;

(3) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss;

(4) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract;

(5) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c)

provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements.

Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to M.G.L. c. 93H and under M.G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

Bidder/Contractor Name: \_\_\_\_\_

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

Print Name and Title of Authorized Signatory: \_\_\_\_\_

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

This Certification may be signed once and photocopied to be attached to any Commonwealth Contract that does not already contain this Certification Language and shall be interpreted to be incorporated by reference into any applicable contract subject to Executive Order 504 for this Contractor.

Contractor's Vendor Code Number: \_\_\_\_\_



**COMMONWEALTH OF MASSACHUSETTS  
STANDARD CONTRACT  
For Projects Not Exceeding \$150,000**

**OWNER - CONTRACTOR AGREEMENT**

Awarding Authority: **DEPARTMENT OF MENTAL HEALTH**

Department Code **DMH**

This agreement ("Contract") is made as of the \_\_\_ day of \_\_\_\_\_ by and between the **Department of Mental Health** acting by and through the Awarding Authority identified above with a principal place of business at **167 Lyman St., Westborough, MA 01581**, and \_\_\_\_\_, a **Contractor** with a principal place of business at \_\_\_\_\_ hereinafter called the "Contractor".

Terms used in this Owner - Contractor Agreement which are defined in the General Conditions of the Contract shall have the meanings designated therein.

The Awarding Authority and the Contractor agree as follows:

**Article 1. Scope of Work.** The Work under this Contract is defined as all work required by the Contract Documents for the **Inspection and Testing of Smoke and Fire Dampers at the Worcester Recovery Center and Hospital 309 Belmont Street Worcester, MA 01604.**

**Article 2. Time for Completion.** The Contractor shall commence the Work under this Contract on the date specified in the written "Notice to Proceed," and shall bring work to substantial completion within **ninety (90) calendar days.**

**Article 3. Contract Price.** The Awarding Authority shall pay the Contractor, in current funds, for the performance of the Work, subject to additions and deductions by Approved Change Order(s), the Contract Price of \*\*\* \*\*\*(\$0.00). The Unit Prices, if any, approved by the Awarding Authority are those included in the Contractor's General Bid. The following Alternates have been accepted and their costs are included in the Contract Price:

Alternate No(s): N/A\_

**Article 4. Approved Subcontractors.** No Subcontractors shall be used for these or any other portions of the Work without the prior written approval of the Awarding Authority.

**Article 5. Certifications.** Pursuant to M.G.L. c. 62(c), §49 (a), the individual signing this Contract on behalf of the Contractor hereby certifies, under the penalties of perjury, that to the best of his or her knowledge and belief the Contractor has complied with any and all applicable state and federal tax laws. The individual signing this Contract on behalf of the Contractor further certifies under penalties of perjury that the Contractor is not presently debarred from doing public construction work in the Commonwealth under the provisions of M.G.L. c. 29, § 29F, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder and is not presently debarred from doing public construction work by any agency of the United States Government.

**Article 6. The Contract Documents:** The following documents form the Contract, are incorporated by reference herein, and are referred to as the "Contract Documents:"

- The Advertisement
- The Instructions to Bidders, Including Schedule of Prevailing Wages
- The General Bid submitted by the Contractor
- This Owner – Contractor Agreement
- The General Conditions of the Contract
- The Supplementary General Conditions [Note: the term “Supplementary General Conditions” may also refer to Division 1 of the Specifications.]
- The Plans and Specifications, including Addenda identified in Article 1 above
- All Approved Change Orders issued after execution of this Owner - Contractor Agreement
- Any other document that the State Agency deems necessary

**Article 7. Liquidated Damages.** For the purposes of Article 6 of the General Conditions of the Contract, liquidated damages for delay shall be as follows:

**\$500.00/day**

**Article 8. Contractor’s and Awarding Authority’s Representatives.** The Contractor’s Representative for this Contract is \_\_\_\_\_ . The

person administering this Contract on behalf of the Awarding Authority (the "Administrator") is Gerald McCullough, DMH Project Engineer

**Article 9. Notices.** Notices to the Contractor shall be deemed given when hand delivered to the Contractor's Representative in person, or when deposited in the U.S. mail addressed to the Contractor at the Contractor's address specified in the Owner - Contractor Agreement, or when delivered by courier to either location. Unless otherwise specified in writing by the Awarding Authority, notices and deliveries to the Awarding Authority shall be effective only when delivered to the Awarding Authority at the address specified in the Owner - Contractor Agreement and date-stamped at the reception desk or for which a receipt has been signed by the agent or employee designated by the Awarding Authority to receive official notices.

**Article 10. Minority/Women Workforce Utilization Percentages:** The applicable goals, for minority and women workforce utilization established for this Contract are as follows:

The applicable minority workforce utilization percentage, if any, is       N/A      .  
The applicable women workforce utilization percentage, if any, is       N/A      .

**Article 11. Additional Insurance Provisions.**

N/A

The insurance requirements set forth in Article 7 of the General Conditions of the Contract are supplemented by the provisions, if any, appearing in Exhibit A attached hereto and incorporated herein.

In witness whereof, the parties hereto have caused this instrument to be executed in triplicate under seal as of the date set forth above.

**CONTRACTOR:**

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

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

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

**AWARDING AUTHORITY: DEPARTMENT OF MENTAL HEALTH (DMH)**

By executing this Agreement, the undersigned authorized signatory of the Awarding Authority, who incurs no personal liability by reason of the execution hereof or anything herein contained, hereby certifies under penalties of perjury that all the applicable provisions of M.G.L. c. 30, §39M and M.G.L. c149 , have been complied with.

Name (printed): Paul Truax \_\_\_\_\_ Date \_\_\_\_\_

Name (signed): \_\_\_\_\_

Title: Director, Office of Engineering & Facilities Management

**PAYMENT BOND**

Know all men by these presents, that

\_\_\_\_\_ as principal, and \_\_\_\_\_ as surety, are held and firmly bound unto the Commonwealth of Massachusetts in the sum of

\_\_\_\_\_ in lawful money of the United States of America, to be paid to the Commonwealth of Massachusetts, for which payments, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said principal has made a Contract with the Commonwealth acting through its \_\_\_\_\_ ("Awarding Authority") bearing date of \_\_\_\_\_, 20\_\_\_\_, for the construction of Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_ Project Name \_\_\_\_\_

Now the condition of this obligation is such that if the principal shall pay for all labor performed or furnished and for all materials used or employed in said Contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said Contract that may hereafter be made, notice to the surety of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purpose or items set out in, and to be subject to, provisions of Massachusetts General Laws Chapter 30, section 39A, and Chapter 149, section 29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force and virtue.

In witness whereof we hereunto set our hand and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Print Name of General Contractor) (Seal)

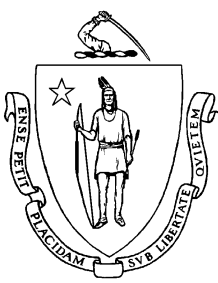
\_\_\_\_\_  
(Print Name of Surety) (Seal)

By \_\_\_\_\_  
(Signature - Title)

\_\_\_\_\_  
(Signature - Title)

Surety Address \_\_\_\_\_





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

Revised 3/9/07

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

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

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

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

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

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

- 5% - 10 Days**
- 4% - 15 Days**
- 3% - 20 Days**
- 2% - 30 Days**

If no discount is offered enter 0%

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

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

Contractor/Bidder Authorized Signature \_\_\_\_\_ Date: \_\_\_\_\_

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

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

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

\_\_\_\_\_ authorized signatory for

\_\_\_\_\_ whose principal place of business is at

\_\_\_\_\_ do hereby certify

under penalties of perjury that \_\_\_\_\_ has filed all  
state tax returns and paid all taxes as required by law and has complied with all state laws  
pertaining to contributions to the unemployment compensation fund and to payments in  
lieu of contributions.

The Business Organization Social Security Number or Federal Identification Number is

\_\_\_\_\_.

Signed under the penalties of perjury the \_\_\_\_\_ day of \_\_\_\_\_  
20 \_\_\_\_\_.

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

Name and Title: \_\_\_\_\_



# Request for Taxpayer Identification Number and Certification

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

Please print or type

<b>Name</b> ( List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See <b>Specific Instruction</b> on page 2)		
<b>Business name</b> , if different from above. (See <b>Specific Instruction</b> 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 ▶-----		
<b>Legal Address:</b> number, street, and apt. or suite no.	<b>Remittance Address:</b> if different from legal address number, street, and apt. or suite no.	
<b>City, state and ZIP code</b>	<b>City, state and ZIP code</b>	
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.

<b>Social security number</b>
- - -
OR
<b>Employer identification number</b>
- - - - -
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.

<b>Sign Here</b>	<b>Authorized Signature</b> ▶	<b>Date</b> ▶
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**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.**

# COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING

Page 1 of 2



CONTRACTOR LEGAL NAME :  
CONTRACTOR VENDOR/CUSTOMER CODE:

**INSTRUCTIONS:** **The second page of this form must be completed and notarized for each person listed in the table below.** 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  
Page 2 of 2

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 (EFT) Authorization Agreement**

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

**PART I: REASON FOR SUBMISSION – See Instructions on Page 2**

New Enrollment	Change Enrollment	Cancel Enrollment	<b>Document Included:</b> Voided Check	Bank Letter
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**PART II: ACCOUNT HOLDER INFORMATION- See Instructions on Page 2**

Account Holder Legal Name:		DBA Name:		
Street Address:	City:	State:	Zip Code:	
Account Holder Tax Identification Number (9 digits EIN or SSN)	EIN:	SSN:		

**PART III: FINANCIAL INSTITUTION INFORMATION- See Instructions on Page 2**

Financial Institution Name:		
Routing Number (only nine digits):	Account Number:	Account Type (Checking or Saving):

**IF YOU ARE MODIFYING BANKING INFORMATION, YOU MUST INCLUDE YOUR OLD BANK INFORMATION OR YOUR REQUEST WILL BE RETURNED**

Old Financial Institution Name:		
Old Routing Number (only 9 digits):	Old Account Number:	Old Account Type(Checking or Saving):

**PART IV: VENDOR/CUSTOMER CONTACT INFORMATION: This is the person we will contact for any questions regarding this EFT – See Instructions on Page 2**

Contact Person's Name:	Contact Person's Title:
Contact Person's Phone:	Contact Person's Email Address:

**PART V: AUTHORIZATION- See Instructions on Page 2**

By signing below, I hereby certify that the account(s) indicated on this form is under my direct control and access; therefore, I authorize the State Treasurer as fiscal agent for the Commonwealth of Massachusetts to initiate, change, or cancel credit entries to the account(s) as indicated on this form. For ACH debits consistent with the International ACH Transaction (IAT) rules check one:

- I affirm that payments authorized by this agreement are not to an account that is subject to being transferred to a foreign bank account.
- I affirm that payments authorized by this agreement are to an account that is subject to being transferred to a foreign bank account.

This authority is to remain in full force and effect until the Office of Comptroller (CTR) has received written notification from either me or an authorized officer of the organization of the account's termination in such time and in such a manner as to afford CTR a reasonable opportunity to act upon it.

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

Account Holder Authorized Signature:	Print Name:	Date:
	Title	



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

I hereby certify the Vendor/Customer is an authorized signatory and verified by internal records and verbal confirmation initiated by our department.

VCC/VCM Document ID:

Three letter Department Code:

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

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

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

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

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

**INSTRUCTIONS FOR COMPLETING THE EFT AUTHORIZATION AGREEMENT**

All EFT requests are subject to a 5 (five) day pre-certification period in which all accounts are verified by the qualifying financial institution before any direct deposits are made.

**PART I: REASON FOR SUBMISSION**

Indicate your reason for completing this form by checking the appropriate box: New EFT enrollment, a change to your EFT enrollment account information, or cancellation of your EFT enrollment.

**PART II: ACCOUNT HOLDER INFORMATION**

- Account Holder Name: Enter the accounts holder legal name (individual or business name), as reported to the Internal Revenue Service (IRS).
- DBA Name: Enter the DBA name if applicable.
- Street Address: Enter the account holder’s street address.
- Enter the account holder’s city, state, and zip code.
- Account Holder Tax Identification Number: Enter the tax identification number as reported to the IRS. If the business is a group, organization or corporation, provide the Federal employer identification number (EIN). If enrolling as an individual provide your Social Security Number.

**PART III: FINANCIAL INSTITUTION INFORMATION**

- Financial Institution Name: Enter your Financial Institution’s name (this is the name of the bank or qualifying depository that will receive the funds).
  - **NOTE:** The account name to which EFT payments will be paid is to the name submitted on Part II of this form.
- Routing Number: Enter the bank or financial institutional nine-digit routing number, including applicable leading zeros.
- Account Number: Enter the account holder’s account number with the financial institution, including applicable leading zeros.
- Account Type: Enter the account type (Checking or Saving).
- If account holder is changing the banking information, you must provide OLD banking information.
- Old Financial Institution Name: Enter your Financial Institution’s name (this is the name of the bank or qualifying depository that will receive the funds).
- Old Routing Number: Enter the Old bank or financial institutional nine-digit routing number, including applicable leading zeros.
- Old Account Number: Enter the Old account holder’s account number with the financial institution, including applicable leading zeros.
- Account Type: Enter the Old account type (Checking or Saving).
  - **NOTE:** Supporting bank documents must be in the account holder legal name only.
- If you do not submit this information, your EFT authorization agreement will be returned without further processing.

**PART IV: CONTACT INFORMATION**

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

**PART V: AUTHORIZATION**

- By your signature on this form, you are certifying that the account is drawn in the Name of an Individual, or the Legal Business Name of the person or entity who has sole control of the account to which EFT deposits are made.
- The EFT authorization form must be signed and dated by the same account holder name in Part II and include a title and telephone number.
- Mail this form with the original signature in black or blue ink (no facsimile signatures can be accepted) to the Commonwealth Department that you doing business with.

**PART VI: VERIFICATION FROM THE COMMONWEALTH DEPARTMENT**

By your signature on this form, you are certifying that authentication of the vendor/customer’s authorized signatory was conducted by review of the Contractor Signatory Authorization Form (CASL) or by another internal verification process, and additional verification was conducted to confirm banking or address change request. Departments should have multiple known vendor contacts to confirm any registration change.