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. <u>Contract Effective Start Date.</u> 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. <u>Payments And Compensation.</u> 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. <u>Contract Termination Or Suspension.</u> 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.** <u>Confidentiality</u>. 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. <u>Indemnification.</u> Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.
- 12. <u>Waivers.</u> 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. <u>Risk Of Loss.</u> The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

COMMONWEALTH TERMS AND CONDITIONS



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

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

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

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

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

CONTRACTOR AUTHORIZED SIGNATORY:	
	(signature)
Print Name:	-
Title:	-
Date:	-
(Check One): Organization Individual	
Full Legal Organization or Individual Name:	
Doing Business As: Name (If Different):	
Tax Identification Number:	
Address:	
Telephone: FAX:	

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

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

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

(Massachusetts Substitute W-9 Form) Rev. March 2020

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.

Name (as shown on your income tax return). Name is required on this line, do not leave this line blank.						
Business name/disregarded entity name, if different from above.						
Check the appropriate box: ☐ Individual/Sole proprietor or single-member LLC ☐ C Corporation	☐ S Cor	poration ☐ Partnership ☐ Trust/ Estate ☐ Other ▶				
Legal Address: number, street, and apt. or suite no.	Remittance Address: if different from legal address PO, number, street, apt. or suite r					
City, state and ZIP code	ode 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. Vendors:		Social security number OR Employer identification number				
Dunn and Bradstreet Universal Numbering System (DUNS)		DUNS LLLLLLLLLLLLLLLLLLLLLLLLLLLLLLLLLLLL				
Part II Certification						
Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification nur. 2. I am not subject to backup withholding because: (a) I am exempt from b (IRS) that I am subject to backup withholding as a result of a failure to resubject to backup withholding, and 3. I am an U.S. person (including an U.S. resident alien). 4. I am currently a Commonwealth of Massachusetts's state employee: (checommission requirements. Certification instructions: You must cross out item 2 above if you have be you have failed to report all interest and dividends on your tax return. For resign Authorized Signature ▶	packup with eport all intended neck one):	nolding, or (b) I have not been notified by the Internal Revenue Services erest or dividends, or (c) the IRS has notified me that I am no longer No Yes If yes, in compliance with the State Ethics by the IRS that you are currently subject to backup withholding because				
Purpose of Form conditions This is called	l "backup w	ithholding " 5. You do not certify to the requester that you are				

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

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

- 1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- 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

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

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

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

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

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 whole TIN is shown in Part I should sign (when required).

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

Privacy Act Notice

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

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

What Name and Number to Give the Requester

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

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.

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.

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.)



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							
CHECK ONE	Compal Engal	1	You MUST attach one of these documents to this form.				
New Enrollment Change Enrolln	ment Cancel Enroll	meni	Documen	t Included: Voi	ided Check	Bank Letter	
PART II: ACCOUNT HOLDER INFORMATI	ION- See Instructions of	n Page 2					
Account Holder Legal Name:			DBA Na	ame:			
Street Address:		City:			tate:	Zip Code:	
Account Holder Tax Identification Number (9 digits EIN or SSN) : EIN:							
PART III: FINANCIAL INSTITUTION INFO	RMATION- See Instru	actions or	n Page 2				
Financial Institution Name:							
Routing Number (only nine digits):	Account Number:	Account Type (Checking					
IF YOU ARE MODIFYING BANKING INFOI REQUEST WILL BE RETURNED	RMATION, YOU MU	ST INCI	LUDE YOUR OLD I	BANK INFOR	RMATIO	N OR YOUR	
Old Financial Institution Name:							
Old Routing Number (only 9 digits):	Old Account Number:	Old Account Number:			Old Account Type(Checking or Saving):		
PART IV: VENDOR/CUSTOMER CONTACT EFT – See Instructions on Page 2	INFORMATION: Th	nis is the p	person we will contac	et for any quest	tions regar	rding this	
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 BELOW:							
☐ I affirm that payments authorized foreign bank account.	I affirm that payments authorized by this agreement are not to an account that is subject to being transferred to a foreign bank account.					red to a	
☐ 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			D	Pate:	
		Title					

PART VI: VERIFICATION FROM THE COMMONWEALTH DEPARTMENT – See Instructions on Page 2 FOR DEPARTMENT USE ONLY				
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 Dep	artment 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).
 - o 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).
 - o 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.