



University of
Massachusetts
Lowell

Bid Number – CL-20-MB-0115 Alternative Energy Master Plan

Request for Proposal

Introduction

The University of Massachusetts Lowell (UML) is soliciting proposals from qualified firms for planning and consulting services to develop a comprehensive Alternative Energy Master Plan.

University Overview

The University of Massachusetts Lowell is a nationally ranked public research university committed to excellence in teaching, research and community engagement. As one of five universities that comprise the University of Massachusetts System, UML is the largest university in the Merrimack Valley and the second-largest public institution in the state. Located in Lowell, Massachusetts, the campus hosts a community of approximately 1,100 faculty members and 18,000 students across three main campus clusters: North, South, and East Campus, as well as its satellite campus in Haverhill, MA.

Campus Master Plan

Since 2010, UMass Lowell's transformative growth and development have been guided by a multi-year strategic planning process, titled UMass Lowell 2020, A Strategic Plan for the Next Decade, which provides a blueprint for how the University will achieve national and international recognition as a world class institute by 2020. In addition to academic and research initiatives, this strategic plan includes specific objectives related to master planning, facilities renewal, and sustainability. The plan is updated regularly with the participation of over 200 campus constituents and progress is reviewed against quantitative benchmarks on an annual basis. Recent updates have included expanded sustainability goals and metrics, as well as a specific committee dedicated to promoting the campus' sustainability initiatives.

UMass Lowell has translated the programmatic and academic goals articulated in the Strategic Plan into their facilities impacts through a series of rolling master planning documents focused on individual campuses and subject areas as well as documenting its overall capital plan and development vision in the 2016-2021 Strategic Development Plan. Alternative energy initiatives are expected to complement and support the objectives and vision outlined in these materials. Campus staff will work with the consultant through the process to ensure this compatibility.

Campus Energy

UML's annual energy budget is approximately \$10 million for the entire University with about 23% allocated to Natural Gas and 77% to Electricity expenditures. UML dedicates roughly 38% of its total budget to support the North Campus main electric feed and steam plant; 21% to

support the South Campus main electric feed and steam plant. UML's average daily peak load is 6.5 MW and utilizes 250,000 annual Dth for heating purposes.

Existing Alternative Energy

UML currently has 246 kW of solar generation on four of its resident halls. Additionally, there is a 200 kW solar canopy on UML's South Campus Garage. UML has one 630-gallon Solar Thermal array on top of the residence hotel.

Campus Sustainability

UMass Lowell has established one of the leading sustainability programs in the country. With a focus on addressing sustainability challenges and opportunities based on the campus' unique urban setting, UMass Lowell's approach merges operational, research, and teaching expertise to enhance the sustainability of the campus and wider community. UMass Lowell has an active Climate Action Plan Steering Committee with a focus on meeting interim carbon reduction goals, with the ultimate goal of carbon neutrality by 2050. Additional UMass Lowell sustainability information is available at <https://www.uml.edu/sustainability/>

Our campus specific approach also aligns with similar efforts across the UMass system, namely, the University of Massachusetts Sustainability Policy that was adopted in 2016. The policy includes ten guiding sustainability principles for the UMass system: Sustainability Strategic Planning, Clean Energy, Climate Resilience and Preparedness, Green Building Design and Sustainable Campus Operations, Sustainable Transportation, Waste Reduction and Recycling, Environmentally Preferable Purchasing, Sustainable Food Services, Sustainable Water Systems, and Academic and Research Programming and Community Engagement. The UMass Sustainability Policy is available at

https://www.umass.edu/sites/umass.edu/files/content/T16-055-Sustainability%20Policy_12.9.16.pdf

As a state agency, UMass Lowell is subject to Executive Order 484

(<https://www.mass.gov/executive-orders/no-484-leading-by-example-clean-energy-and-efficient-buildings>). The campus participates with the State Leading by Example Program (<https://www.mass.gov/leading-by-example-program>), with a coordinated and partnership focused approach.

Energy Engineering and Student Engagement

For more than four decades, UMass Lowell has grown its energy education and research portfolio by creating a multitude of academic, state, federal, and industry strategic partnerships. The Energy Engineering Program has been ranked top-ten in the USA. It began over twenty-five years ago with a focus on solar and nuclear energy, but over time has expanded to encompass several renewable energy technologies, including wind energy, energy storage, fuel cells and green combustion. Energy engineers are leading the way to a cleaner, safer future across the globe. From designing small off-grid, solar-powered agricultural water pumps in Peru to improving the reliability and power production of wind farms, our students and graduates are making a positive impact on our society and our environment

Instructions to Proposers

This is an electronic bid. The university uses Bonfire for its non-construction e-bids. As such, all bid ~~data~~s will be distributed through the university's bid portal and all proposal must be submitted through the bid portal to be accepted. No other means of submission

will be accepted.

1. Bids will be accepted until **2:00 PM EST on July 7, 2020.**
2. All bid responses will be received online prior to the date and time specified in the Bonfire Solicitation Portal for the project titled “Alternative Energy Master Plan”. The Bonfire Online Bidding Tool can be access online at <https://umass.bonfirehub.com>. All required documents must be submitted in the format specified, all fields must be completed as specified and the documents must be submitted to the correct project folder in order for the bid response to be complete. Hard copy bid responses will not be accepted. It is the bidder’s sole responsibility to familiarize themselves with the Bonfire Online Bid Submission Platform and the online bid submission process and requirements.
3. Unnecessarily elaborate responses beyond that sufficient to present a complete and effective response is not desired. Unless specifically requested in the RFP, elaborate artwork, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired. Submissions will become part of the official records for this RFP and cannot be returned. The University is not responsible for any expenses that may be incurred by any bidder to prepare, submit, or present proposals.
4. The deadline for submitting questions is indicated in the Bonfire portal. All questions must be submitted in the “Messages Q&A” feature in the portal and will be answered via addendum. Any questions called in or emailed outside of the Bonfire portal will not receive a response.
5. The University reserves the right to reject any or all bids received in whole or in part if it is deemed such action is in the best interest of The University and the Commonwealth of Massachusetts.

Proposer Representations

Each proposer by making its proposal represents that:

- a. The proposal document and requirements have been read and understood by the proposer.
- b. The proposal is based upon the items described in the Request for Proposal documents and requirements without exceptions.
- c. The proposal has been arrived at independently and is submitted without collusion.
- d. The contents of the proposal have not been disclosed by the proposer nor to the best of its knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the proposer, or its surety on any bond furnished herewith, and will not be disclosed to any such person prior to the opening of proposals.
- e. No attempt has been made or will be made to induce any other person or firm not to submit a proposal.

Alternative Energy Master Plan Objectives

The University of Massachusetts Lowell (“UML”) has six primary goals in developing a comprehensive campus Alternative Energy Master Plan:

1. Evaluate UML’s existing energy and metering, data management systems, and data governance practices to establish accurate usage and demand baselines, and to analyze onsite electricity and steam production, building-level performance, and campus-level energy performance on an ongoing basis;
2. Forecast the primary campus’ annual energy demands between 2020 and 2050;
3. Identify, scope and estimate specific energy sources and/or energy savings opportunities that can meet the campus’ growth over the next 30 years in a resilient, cost effective, and sustainable manner;
4. Identify and design energy sources and energy savings opportunities that can enable UML to meet the sustainability targets mandated under Executive Order 484 and the campus’ carbon neutrality goals under the American College & University President’s Climate Commitment in a reliable, cost effective manner;
5. Identify physical infrastructure, operating systems (mechanical, administrative, etc.), advantages and constraints for each identified location, and costs in order for UML to implement or upgrade recommended energy strategies to meet the campus’ resiliency, utility cost, and sustainability objectives; and
6. Propose mechanisms for stakeholder engagement (students, faculty, staff, and broader community) throughout the planning process that offers opportunities for students and faculty to engage in planning, hands-on projects, and activities associated with the renewable energy goals.

The Alternative Energy Master Plan is intended to focus on engineering and economic analysis of current and projected energy conditions on UML’s primary campuses, and should be guided by the legal requirements, policies, and goals of both the University of Massachusetts System and UML. The Alternative Energy Master Plan should define and prioritize energy projects that meet future energy demands at UML and meet the Commonwealth’s mandated targets for renewable alternative energy, energy conservation, and greenhouse gas emissions. In addition to meeting campus energy and sustainability goals, projects should prioritize, support and pursue opportunities for student engagement and research that supports UML research initiatives. UML intends for the Alternative Energy Master Plan to build on this initial infrastructure investment to continue advancing energy production, distribution, and efficiency on campus as well as opportunities for student engagement and research within the field of energy management. With increasing educational offerings, a growing student body, and an evolving campus footprint, UML strives to transition to a “24/7/365” campus in the coming years in the most reliable and sustainable (environmentally, economically, and technically) manner possible. As a public entity, UML is mandated by Executive Order 484 to reduce GHG 80 percent by 2050. In addition, UML has committed to achieve carbon neutrality by 2050 as a signatory of the American College & University Presidential Climate Commitment (“ACUPCC”). The Alternative Energy Master Plan should serve as a comprehensive roadmap that helps UML chart a course to achieve these ambitious targets, with concrete steps that align with UML’s rolling Campus Master planning.

Scope of Work

The following work outline is intended to provide bidders with a general idea of UML's expectations for the scope of the Alternative Energy Master Plan. It is not meant to be an exclusive list of elements of the project, but instead should be used by bidders as a guideline for the project components and process UML believes are important to include in proposals such as types of alternative energy assets, impacts to existing infrastructure, and the level of student engagement. Bidders should use their own experience and expertise to draft a proposed scope of services that they believe will provide the answers to the targeted questions UML is seeking.

PHASE I

Metering & Data Management

- Evaluate UML's existing energy metering, data and building management systems, and data governance practices for the purposes of analyzing building-level energy demands, onsite generation performance, and campus-level energy performance.

30-Year Energy Forecast

- Project annual campus electricity demands, onsite generation, and imports between 2020 and 2050.
- Project annual campus thermal demands and production by source between 2020 and 2050
- Pair projects with teaching and research objectives to help forecast energy profile
- Develop a plan to engage UML stakeholders throughout the process. Engagement plans should include targeted meetings with established groups (e.g., SGA, CCI), outreach to faculty and students, and online mechanisms for soliciting, collecting, and sharing stakeholder input.

PHASE II

Default Case Analysis

- Evaluate reliability outcomes under a default case in which UML maintains its current centralized steam and electrical distribution infrastructure through 2050.
 - Analyze the campus' existing electrical grid configuration and identify reliability risks based on forecasted electricity demands
 - Analyze the campus' existing steam production and distribution configuration and identify reliability risks based on forecasted thermal demands
- Evaluate cost outcomes under a default case in which UML maintains its current centralized steam and centralized electric distribution infrastructure through 2050.
 - Analyze current and future trends in electricity and fuel costs.
- Evaluate GHG, energy conservation, and renewable energy outcomes under a default case in which UML maintains its current centralized steam and centralized electric distribution infrastructure through 2050.
 - Identify gaps between projected outcomes and mandated targets in Executive Order 484

Alternatives Analysis

- Establish a framework to identify preferred alternatives to the default case that offer economic benefits, reliability benefits, and/or increased GHG reduction potential.
 - Alternatives may include, but are not limited to, energy conservation measures, onsite renewable energy expansion, energy storage, and/or utilization of alternative fuels with current infrastructure
- Develop an energy reliability strategy that details redundancy of utility services on campus and compares costs of various redundancy options in campus energy infrastructure.

- Analyze opportunities for GHG reduction from the default case related to fuel switching, expansion of onsite renewable energy, adoption of new production or distribution technologies, and energy conservation measures.
- Evaluate onsite capacity for development of additional renewable energy sources
- Evaluate onsite capacity for development of energy storage opportunities
- Evaluate market, technical, and regulatory opportunities for alternative fuels and electricity

Investment Plan

- Identify opportunities to improve existing energy metering, data management systems, and data governance practices to effectively monitor campus-level energy performance, building-level energy performance, and onsite generation performance.
- Develop a prioritized list of energy projects between 2020 and 2050 that support UML's reliability, cost, and sustainability objectives.
- In coordination with campus officials, identify appropriate locations on campus to implement energy infrastructure investments consistent with the recommendations of the plan, noting assets and challenges of the proposed sites for various proposed installations.
- Develop a summary and schedule of capital and operating costs as well as a timeline for the default case and preferred alternatives that clearly outline net present value of assets over time and return on investment to the University
- Highlight financing options for capital upgrades
- Identify industry partnerships that will advance UML stakeholders that support utility cost reduction, clean energy initiatives, and promote student engagement opportunities

PROPOSAL REQUIREMENTS

Experience and Expertise of Respondents

Firms responding to this request for proposal should give evidence of significant experience and expertise in the alternative energy consulting field.

Required Submittals

- Your proposal for how your firm would approach and implement the project we have outlined above
- A cost estimate
- A description of the experience and expertise of your staff to be involved with this project
- Descriptions of previous work similar to the above reference sample project.

Questions/Contact Person

All questions from prospective bidders concerning this RFP must be submitted through <https://umass.bonfirehub.com/portal#department=Lowell> no later than 2:00 PM EST, **June 29**,

2020.

Inquiries received after the specified date and time will not be accepted. UML will answer questions through <https://umass.bonfirehub.com/portal#department=Lowell> by 2:00 PM EST, on **June 30, 2020**. UML will extend the due date by written addendum if such information significantly amends this or makes compliance with the original proposed due date impractical.

Bid Opening

Bids will be accepted until **2:00 P.M. EST** on, Tuesday July 7, 2020. **Bids will be opened at 2:00 P.M. No email or mailed in bids will be accepted. All proposals must be submitted through <https://umass.bonfirehub.com/portal#department=Lowell>**

Evaluation Criteria

- Cost, while not the sole determinant factor, will be considered.
- Quality of the proposal: evidence of understanding the work to be done, a clear, responsive plan for carrying it out.
- Experience of staff, scope of previous projects of the staff and the firm will be considered.
- The schedule and time frame proposed.
- References
- University reserves the right to invite selective companies for presentations prior to the award.

Selection and Notice

Awards shall be to the bidder who the University, in its opinion, deems responsive and responsible taking into consideration the reliability of the bidder, the qualities of service and products to be supplied, and their conformity with the requirements and the purposes of which required. While considered, pricing will not be the main factor in selection.

Specifically, the following evaluation criteria will be used:

- Ability to meet the schedule
- Ability to Provide Requested Services
- Company Background and Experience
- Past Performances and Industry Experience

The University reserves the right to reject any and all proposals, to omit an item or items, or to accept any proposal deemed to be in the best interest of the University.

The University may cancel this proposal at any time under any condition.

The University will notify the selected vendor of its decision and will be prepared to enter into a standard University Contract for Services and/or issue a Purchase Order immediately upon selection and notification that the offer to engage is accepted by the vendor. The University may request clarification of any proposal by phone, e-mail, in writing or during an in-person presentation.

Contract for Services

The selected firm will be expected to enter into a standard University Contract for Services (see Attachment E: Contract for Services). Any exceptions to this document should be noted in the proposal. Such an exception may be grounds for rejection of the proposal, at the option of the University.

Entire Agreement

This proposal represents the entire agreement. Any terms on a vendor's invoice are not a part of and are not merged into the agreement, unless mutually agreed upon by UMass Lowell and the vendor in writing. Any exceptions to the terms and conditions contained within this proposal must be so noted in writing within the vendor's response. Any exceptions taken to the terms and conditions within this proposal may result in the classification of vendor's response as non-responsive and no consideration for award will be given.

Transfers and Subcontracting

The Vendor may not subcontract, in whole or in part, any portion of this contract without the written consent of the University.

Payment Terms

All services should be billed in arrears. The University Payment Terms shall be Net 30 from the date UMass Lowell receives the invoice, with late penalty interest assessable at rates established by the Commonwealth after 45 days, in accordance with Mass. Gen.

Laws ch.29, § 29C and with Commonwealth Regulation 815 C.M.R. 4.00. Please state your billing schedule tied to deliverables.

Amendments

The Purchasing Department reserves the right to amend, alter, or cancel the bid at any time prior to the deadline for submissions of bids. If such action is necessary, all potential bidders who have received or requested a copy of the bid will be notified of the changes to be made in writing and whether the bid opening date will be extended.

Certification of Tax Status

Pursuant to Massachusetts General Law, Chapter 62C, Section 49 A, the bidder certifies under penalties of perjury that to the best of the bidder's knowledge and belief, they have filed all state tax returns and paid all state taxes required by law.

Certification of Non-Collusion

Pursuant to Massachusetts General Law, Chapter 7, Section 22 (20), the bidder certifies under penalties of perjury that their bid is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Compliance with Laws and Regulations

In accordance with the terms and conditions of this RFP, the Contractor represents that it is qualified to perform the services set forth herein and has obtained all requisite licenses and permits to perform the services. In addition, the Contractor agrees that the services provided hereunder shall conform to the professional standards of care and practice customarily expected of firms engaged in performing comparable work; that the personnel furnishing said services and products shall be qualified and competent to perform adequately the services assigned to them; and that the recommendations, guidance, and performance of such personnel shall reflect such standards of professional knowledge and judgment.

Massachusetts Public Record Law

All bids and related documents submitted in response to this RFP are subject to the Massachusetts Public Records Law, Massachusetts General Law Chapter 66, Section 10 and to M.G.L. Chapter 4, Section 7, Subsection 26, regarding public access to such documents. Statements in the bid response that are inconsistent with those statutes will be disregarded. Any additional questions regarding the Public Records Law should be directed to the Public Records Division at: (617) 727-2832 during regular business hours. You may also access various Public Records Division publications through the Internet at: www.sec.state.ma.us/pre.

Equal Opportunity/Affirmative Action

The University of Massachusetts Lowell is an Equal Opportunity/Affirmative Action, Title IX, H/V, ADA 1990 Employer and Executive Order 11246, Title 41, Part 60 of the CFR Sections 741.4, 250.4, 1.40, and 1.4 are hereby incorporated.

Nondiscrimination in Employment and Affirmative Action

The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation. The Contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; and M.G.L. c.151B.

Vendor Not Employee of UML

The Vendor, or his employees or agents performing under the agreement, are not to be deemed to be employees of UML nor to be agents of UML in any manner whatsoever. The Vendor will not hold himself out as, nor claim to be, an officer or employee of UML and will not make any claim, demand, or application to or for right or privilege applicable to an officer or employee of UML, including, but not limited to, workmen's compensation coverage, unemployment insurance benefits, social security benefits, or retirement membership or credit.

Special Programs and Sponsorship Opportunities.

Bidders are welcome to include, as part of their proposal, any interests and commitments to student internships and sponsorship opportunities available through University Advancement and Athletics.

University Advancement. The University encourages philanthropic support from our partners. UMass Lowell Our Legacy, Our Place Campaign, will provide philanthropic support for strategic priorities on campus to enhance the educational experience of our students. You can create an endowment for student scholarships or sponsor the following annual events at various levels. Event Sponsorships include:

- **Commencement Eve Celebration** – Commencement Eve celebration reception and dinner with commencement speakers, honorary degree recipients and student award winners; an elegant evening for donors, alumni, community and friends of the University.
- **Homecoming** – Homecoming weekend for alumni, students and community.
- **University Alumni Awards** – Donors, alumni and friends of the University come together for reception and dinner to honor accomplished alumni across a broad spectrum of fields and accomplishments.

Athletics. Opportunities exist for the successful bidder to participate in the Corporate Partnership program and take advantage of the various program benefits. These marketing programs are designed to target UMass Lowell's affinity groups, including athletic fan base, alumni, employees and friends of UMass Lowell. Participation in the Corporate Partnership Program leverage exposure to UMass Lowell's large and diverse affinity base providing marketing sponsorship opportunities unique to this program. Please note in your proposal if you are interested in participating in the Corporate Partnership program.

Internship Opportunities. The University is interested in having the successful bidder provide paid internship opportunities to students enrolled at the University. Please include in your bid response how your company would participate in this opportunity by describing, in detail, any opportunities that you are offering. In your response clearly indicate the number of opportunities that would be offered each school year during the contract term, including option years, plus details such as where the positions would be located, for how long, include if they are paid or unpaid. Note that the University will not accept higher prices to fund internship opportunities.



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Attachment A
Company Information & Offer
CL-20-MB-0115

Bidders are required to sign this form and include it in their submission.

To the University of Massachusetts Lowell, the undersigned proposes to provide the commodity (ies) for the University of Massachusetts Lowell in accordance with the terms specified below and the terms of this request: **CL-20-MB-0115**

Bidder Acknowledges Addenda Number(s) _____

Please write on the line above the number of each addendum acknowledged with the submission of this bid.

The undersigned also hereby declares that it is the only person or persons interested in this bid, that the bid is made without any connection with other persons making any bid for the same work; that no person or persons directly or indirectly interested in this bid, or in any contract which may be made under it, is expecting profits to arise therefrom; and without directly or indirectly influencing or attempting to influence any other person bidding for the same work; and that this bid is made with distinct reference and relation to the specifications prepared for this case and herein mentioned. The undersigned declares that, in regard to the conditions affecting the work to be done, this bid is based solely on their own investigations and research and not in reliance upon any representations of any employee, officer, or agent of the Commonwealth of Massachusetts.

Company/Firm Name: _____

Contact Name: _____

Contact Business Address: _____

Contact City and State: _____

Contact Email Address: _____

Contact Telephone Number: _____

Authorized Signature: _____

Printed Name and Title of Signatory: _____

Date of Offer: _____



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Attachment B

Certification of Non Collusion

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

Authorized Signature

Printed Name of Authorized Signatory

Name of Business



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Attachment C

CERTIFICATE OF COMPLIANCE WITH STATE TAX LAW AND UNEMPLOYMENT COMPENSATION CONTRIBUTION

Pursuant to M.G.L. Chapter 62C, S 49A, and MGL Ch.151A, Section 19A,

I _____, authorized signatory for
Name & Title

_____ whose principal place of
Company/Firm Name

business is located at _____ do hereby
Business Address

certify under penalties of perjury that the above business 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.

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

Signature



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Attachment D

Business Reference Form

Company Name:

1. Reference Name and Address _____

Contact name: _____ Phone: _____ Email: _____

Description and Dates of Services Provided:

2. Reference Name and Address _____

Contact name: _____ Phone: _____ Email: _____

Description and Dates of Services Provided:

3. Reference Name and Address _____

Contact name: _____ Phone: _____ Email: _____

Description and Dates of Services Provided:

4. Reference Name and Address _____

Contact name: _____ Phone: _____ Email: _____

Description and Dates of Services Provided:

References will be contacted to confirm Bidder's abilities, qualifications and performance. The University may deem the Bidder's response unresponsive if a reference is not obtainable from listed reference after reasonable attempts.

Attachment E

UNIVERSITY OF MASSACHUSETTS CONTRACT FOR SERVICES TERMS AND CONDITIONS

(P.O. No.) _____
(Bid No.) _____

This agreement is made, entered into, and effective on _____ by and between the University of Massachusetts, _____ (Campus), (hereinafter called "**University**"), an agency of the Commonwealth of Massachusetts and

(Contractor's legal name and address)
(hereinafter called the "Contractor" and collectively the "Parties").

This agreement (the "Contract") is comprised of the following documents, listed in the order of precedence: (1) this **Contract for Services Terms and Conditions**; (2) any **Contract Amendments**, as identified in Section 2, below; and (3) any attached **Scope of Services** as identified in Section 1, below, including any addenda thereto. The Contract for Services Terms and Conditions and any agreed upon changes thereto included in any Contract Amendments shall take precedence over any additional or conflicting terms and conditions as may be included in any other document attached hereto.

1. **Scope of Services.** The Contractor agrees to perform the following services:

or if applicable, those services described in the Attachment[s] attached hereto. Any Attachment attached hereto is made a part of this Contract and must be specifically labeled (e.g. "Attachment A, Scope of Services, consisting of 'n' pages"). Only the Scope of Services specifically referenced in this Contract and signed by the Parties' authorized representatives shall apply.

2. **Contract Amendments.** The following amendments to the Contract have been executed by duly authorized representatives of the Parties and are attached hereto and incorporated herein:

_____. All amendments attached hereto must be specifically labeled (e.g. "Attachment B, Amendment No. 1, consisting of 'n' pages").

3. **Dates of Performance:**

From: _____

(Start Date)

To: _____

(Completion Date)

4. **Responsible University Official:** The University Official exercising managerial and budgetary control for this Contract shall be:

(Name and Title)

5. **Payment:**

A. The University shall compensate the Contractor for the services rendered at the rate of \$ _____ per _____ (e.g., hour, week, semester, project, etc.).

B. In no event shall the Contractor be reimbursed for time other than that actually spent providing the described service(s).

C. Payment will be made upon submission and approval of the Contractor's Invoice(s) that is (are) received Monthly ☐ Quarterly ☐ Other ☐ (specify) _____.

D. **Reimbursement for Travel and Other Contractor Expenses:**

☐ All travel and meals are part of this Contract. No reimbursement will be made.

☐ Contractor will be reimbursed for pre-approved travel in an amount not to exceed \$ _____. Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.

☐ Contractor will be reimbursed for OTHER expenses in an amount not to exceed \$ _____. OTHER Expenses shall be limited to: _____. Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.

- E. The total of all payments made against this Contract shall not exceed \$_____.
- F. The University's payment terms are net thirty (30) days from the date of receipt of Contractor's invoice, with late penalty interest assessable at rates established by the Commonwealth after 45 days in accordance with Mass. Gen. Laws ch 29 § 29C and with Commonwealth regulation 815 C.M.R. 4.00.
6. **Certification.** Contractor certifies under the pains and penalties of perjury that pursuant to Mass. Gen. Laws ch.62C, §49A, that the Contractor has filed all state tax returns, paid all taxes and complied with all applicable laws relating to taxes; and that pursuant to Mass. Gen. Laws ch.151A, §19A(b), has complied with all laws of the Commonwealth relating to contributions and payment in lieu of contributions to the Employment Security System; and, if applicable, with all laws of the Commonwealth relating to Worker's Compensation, Mass. Gen. Laws ch.152 and payment of wages, Mass. Gen. Laws ch. 149, § 148. Pursuant to federal law, Contractor shall verify the immigration status of all workers assigned to the contract without engaging in unlawful discrimination; and Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.
7. **Conflict of Interest.** Contractor acknowledges that it may be subject to the Massachusetts Conflict of Interest statute, Mass. Gen. Laws ch. 268A, and to that extent, Contractor agrees to comply with all requirements of the statute in the performance of this Contract.
8. **Compliance With Laws.** Contractor agrees to comply with all applicable local, state, and federal laws, regulations and ordinances in the performance of its obligations under this Contract.
9. **Independent Contractor Status.** The Contractor is an independent contractor and is not an employee or agent of the University. No act or direction of the University shall be deemed to create an employee or joint employer relationship with the University. The Contractor shall not be obligated under any contract, subcontract, or other commitment made by the Contractor.
10. **Contractor's Qualifications and Performance.** In accordance with the terms and conditions of this Contract, the Contractor represents that it is qualified to perform the services set forth herein and has obtained all requisite licenses and permits to perform the services. In addition, the Contractor agrees that the services provided hereunder shall conform to the professional standards of care and practice customarily expected of firms engaged in performing comparable work; that the personnel furnishing said services shall be qualified and competent to perform adequately the services assigned to them; and that the recommendations, guidance, and performance of such personnel shall reflect such standards of professional knowledge and judgment.
11. **Termination:**
- A. **Without Cause.** This Contract may be terminated without cause by either party by giving written notice to the other at least thirty (30) calendar days prior to the effective date of termination stated in the notice.
- B. **With Cause.** If Contractor breaches any material term or condition stated herein or fails to perform or fulfill any material obligation required by this Contract, the University may terminate this Contract by giving written notice to the Contractor stating the circumstances of the breach at least seven (7) calendar days before the effective date of termination stated in the notice. Notwithstanding the foregoing, the notice of termination provided by the University may state a period during which the alleged breach may be cured by the Contractor, which cure shall be subject to approval by the University. In the event of a breach by Contractor, Contractor may be subject to any and all applicable contract rights and remedies available to the University. Applicable statutory or regulatory penalties may also be imposed.
12. **Obligations in Event of Termination:**
- A. Upon termination of this Contract, all finished or unfinished documents, data, studies, and reports prepared by the Contractor pursuant to this Contract, shall become the property of the University.
- B. Upon termination of this Contract without cause, the University shall promptly pay the Contractor for all services performed to the effective date of termination, subject to offset of sums due the Contractor against sums owed by the Contractor to the University, and provided Contractor is not in default of this Contract and Contractor submits to the University a properly completed invoice, with supporting documentation covering such services, no later than thirty (30) calendar days after the effective date of termination.
13. **Recordkeeping Audit and Inspection of Records.** The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of six (6) years or for such longer period as is specified

herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The Governor, the Secretary of Administration and Finance, the State Comptroller, the State Auditor, the Attorney General, the Federal grantor agency (if any), the University, or any of their duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review, and copying of records.

14. **Political Activity Prohibited.** The Contractor may not use any Contract funds and none of the services to be provided by the Contractor may be used for any partisan political activity or to further the election or defeat of any candidate for public office.
15. **Title Ownership.** Unless provided otherwise by law or the University, title and possession of all data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for with University funds shall vest with the University at the termination of the Contract. If the Contractor, or any of its subcontractors, publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the University shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.
16. **Confidentiality/Privacy.** The Contractor shall comply with all applicable state and federal laws and regulations relating to confidentiality and privacy. In addition, in the performance of this Contract, the Contractor may acquire or have access to "personal data" and become a "holder" of such personal data (as defined in Mass. Gen. Laws ch. 66A) or personal information (as defined in Mass. Gen. Laws ch. 93H). Personal data and personal information shall be deemed to be "Personal Information." The Contractor shall implement feasible safeguards to restrict access and ensure the security, confidentiality and integrity of all Personal Information owned, controlled, stored, or maintained by University and provided to or accessed by Contractor in the performance of services irrespective of the medium in which it is held. The Contractor agrees that it shall inform each of its employees, servants or agents, having involvement with Personal Information of the laws and regulations relating to confidentiality and privacy.
17. **Assignment and Delegation.** The Contractor shall not assign in any way transfer any interest in this Contract without the prior written consent of the University, nor shall the Contractor subcontract any service without the prior written approval of the University. Any purported assignment or delegation of performance in violation of this Section is VOID.
18. **Nondiscrimination in Employment.** The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, sex, religion, physical or mental handicap, or sexual orientation or a person who is a member of, or has to perform, or has an obligation to perform service in a uniformed military service of the United States, including the National Guard on the basis of that membership, application or obligation. The Contractor agrees to comply with all applicable Federal and State employment statutes, rules and regulations.
19. **Severability.** If any provision of this Contract is determined or found to be illegal, unenforceable, or void, then both Parties shall be relieved of all obligations under that provision; the remainder of the Contract shall be enforced to the fullest extent permitted by law.
20. **Choice of Law.** The Contract shall be governed by the laws of the Commonwealth of Massachusetts, and the laws of the Commonwealth, without giving effect to its conflicts of law principles, govern all matters arising out of or relating to this Contract and all of the transactions it contemplates, including, without limitation, its validity, interpretation, construction, performance and enforcement.
21. **Forum Selection.** The Parties agree that any action arising out of or relating to this Contract or the relationship between the Parties in the state courts of the Commonwealth of Massachusetts which shall have exclusive jurisdiction thereof. The Contractor expressly consents to the jurisdiction of the state courts of the Commonwealth of Massachusetts in any action brought by the Commonwealth or the University arising out of or relating to this Contract or the relationship between the Parties, waiving any claim or defense that such forum is not convenient or proper. This paragraph shall not be construed to limit any other legal rights of the Parties.
22. **Force Majeure.** Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of nature or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

23. **Indemnification of University.** The Contractor shall defend, indemnify, and hold harmless the Commonwealth, the University, its Trustees, Officers, servants, and employees from and against any and all claims, liability, losses, third party claims, damages, costs, or expenses (including attorneys' and experts' fees) arising out of or resulting from the performance of the services performed by the Contractor, its agents, servants, employees, or subcontractors under this Contract, provided that any such claims, liability, losses, third party claims, damages, costs, or expenses are attributable to bodily injury, personal injury, pecuniary injury, damage to real or tangible personal property, resulting therefrom and caused in whole or in part by any intentional or negligent acts or omissions of the Contractor, its employees, servants, agents, or subcontractors. The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the Commonwealth and/or the University that would otherwise exist. The University shall give the Contractor prompt and timely notice of any claims, threatened or made, or any law suit instituted against it which could result in a claim for indemnification hereunder. The extent of this Contract of indemnification shall not be limited by any obligation or any term or condition of any insurance policy. The obligations set forth above shall survive the expiration or termination of this Contract.
24. **Risk of Loss.** The Contractor shall bear the risk of loss of any Contractor materials used for the Contract and for all deliverables and work in process.
25. **Tax Exempt Status.** The University is exempt from federal excise, state, and local taxes; therefore, sales to the University are exempt from Massachusetts sales and use taxes. If the University should become subject to any such taxes during the term of this Contract, the University shall reimburse the Contractor for any cost or expense incurred. Any other taxes imposed on the Contractor on account of this Contract shall be borne solely by the Contractor.
26. **Waivers.** All conditions, covenants, duties and obligations contained in this Contract can be waived only by written agreement. 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.
27. **Amendments.** This Contract may be amended only by written agreement of the Parties, executed by the Parties' authorized representatives and in compliance with all other regulatory and requirements of law.
28. **PCI Compliance.** If, in the course of its engagement by University, Contractor has access to or will collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, Contractor shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") and if applicable, Payment Application Data Security Standard (PA DSS) requirements, including remaining aware at all times of changes to these standards and promptly implementing all procedures and practices as may be necessary to remain in compliance with these standards, including promptly notifying the University of its non-compliance, in each case at a Contractor's sole cost and expense. Both parties are responsible for the security of the cardholder data that is in such party's control or possession, as mandated by PCI Security Standards Council (PCI SSC) in the performance of their individual and mutual responsibilities under this Agreement.
29. **Entire Agreement.** The Parties understand and agree that this Contract and its attachments or amendments (if any) constitute the entire understanding between the Parties and supersede all other verbal and written agreements and negotiations by the Parties relating to the services under this Contract.
30. **Notice.** Unless otherwise specified, any notice hereunder shall be in writing addressed to the persons and addresses indicated below (Name, postal address, phone, email address).

To the University:

To the Contractor:

Employees of the University shall not be held personally or contractually liable by or to the Contractor under any term or provision of this Contract or because of any breach thereof. This Contract is not binding until signed by an authorized University official.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their respective duly authorized officers as of the date first above written.

UNIVERSITY OF MASSACHUSETTS
_____(Campus)

Sig: _____

Name: _____

Title: _____
(Authorized University Official)

Sig: _____

Name: _____

Title: _____

Sig: _____

Name: _____

Title: _____

CONTRACTOR
_____(Name)

Sig: _____

Name: _____

Title: _____

Attachment F

Form **UMW-9**
University of Massachusetts
Substitute W-9 Form
(Rev. October 2012)

Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 3.

Name (as shown on your income tax return):

Business name, if different from above:

Check appropriate box: ☐ Individual/Sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust Estate

☐ Limited liability company. Enter the tax classification: (C = Corporation, S = S Corporation, P = Partnership)

☐ Other (see instructions)

☐ Exempt
Payee

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

Remit Address:

City, state, and ZIP code:

Order Email Address:

Order Fax Number:

Contact Phone Number:

Vendor's preferred method for Purchase Orders: ☐ Email ☐ Fax ☐ US. Mail

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. 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 4.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

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. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person:** _____ **Date:** _____

Part III For University Verification Purposes Only – Do Not Write Below This Line

Business Name Acronym

IRS TIN Matching

OFAC

Signature Date:



General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of 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 provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W 9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W 9.

Definition of a U.S. person: For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships: Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W 9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W 9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W 9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person: If you are a foreign person, do not use Form W 9. Instead, use the appropriate Form W 8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien: Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W 9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S. China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S. China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W 9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W 8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax exempt 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.

You will not be subject to backup withholding on payments you receive 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 be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable 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 instructions below and the separate Instructions for the Requester of Form W 9.

Also see *Special rules for partnerships* on page 1.

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 income tax return. 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 entered in Part I of the form.

Sole Proprietor: Enter your individual name as shown on your income tax return 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): Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

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.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for: | THEN the payment is exempt for: |
|---|--|
| Interest and dividend payments | All exempt payees except for 9 |
| Broker transactions | Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 5 |
| Payments over \$600 required to be reported and direct sales over \$5,000 (1) | Generally, exempt payees 1 through 7(2) |

(1) See Form 1099-MISC, Miscellaneous Income, and its instructions.

(2) However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

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 a single member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 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 or get this form online at www.ssa.gov. You may also get this form by calling 1 800 772 1213. Use 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 apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W 7 and SS 4 from the IRS by visiting www.irs.gov or by calling 1 800 TAX FORM (1 800 829 3676).

If you are asked to complete Form W 9 but 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. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. **Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

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). Exempt payees, see *Exempt Payee* on page 2.

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

The United State Office of Management and Budget (OMB) requires all vendors that receive federal grants 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 under the DNB D U N Number Tab.

Signature requirements: Complete the certification as indicated in 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew

members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

| What Name and Number To Give the Requester | |
|---|--|
| For this type of account: | Give name and SSN of: |
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account (1) |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor (2) |
| 4. a. The usual revocable savings trust (grantor is also trustee) b. So called trust account that is not a legal or valid trust under state law | The grantor trustee (1) The actual owner (1) |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner (3) |
| For this type of account: | Give name and EIN of: |
| 6. Disregarded entity not owned by an individual | The owner |
| 7. A valid trust, estate, or pension trust | Legal entity (4) |
| 8. Corporate or LLC electing corporate status on Form 8832 | The corporation |
| 9. Association, club, religious, charitable, educational, or other tax exempt organization | The organization |
| 10. Partnership or multi member LLC | 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 |

- 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.
- Circle the minor's name and furnish the minor's SSN.
- You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.
- List first and circle the name of the 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.) Also see Special rules for partnerships on page 1.

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.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1 800 829 1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll free case intake line at 1 877 777 4778 or TTY/TDD 1 800 829 4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1 800 366 4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1 877 IDTHEFT(438 4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide 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 Archer MSA or HSA. 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, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 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.



University of
Massachusetts

Vendor Add / Update - Information Form

A W9 or MW9 MUST be submitted for all NEW Vendors

For Department Use Only

Current Vendor ID: Requested by: Phone:

Action Required: ☐ Add ☐ Update UMASS Campus:

Change Legal Address Change Tax Reporting Status Add Additional Remittance Address Change FEI

☐ LEGAL / FEI

☐ Change Legal Name

☐ Add New Vendor

To Be Completed by Vendor

Vendor Name:

Acronym if Applicable:

FEI

SS#:

Order Address:

City:

State:

Zip:

Remit Address:

City:

State:

Zip:

A/R Email:

Contact Name:

Contact Title:

Contact Tel:

Do you accept Fax orders?

☐ Yes

☐ No

PO Fax #:

PO Email:

U.S. Citizen? ☐ Yes ☐ No

U.S. Business? ☐ Yes ☐ No

Are you a current or former Commonwealth of Massachusetts Employee?

☐ Yes

☐ No

Vendor Type: ☐ Minority-Owned ☐ Woman-Owned ☐ Small Disabled Owned ☐ Small Disabled Veteran Owned

(Please see reverse for Vendor Type Definitions - Check all applicable Vendor Types)

Certification Type:

Expiration Date of Certification:

Performer

Speaker/Lecturer

Entertainer/Entertainment Related

Athletic Official

Services Provided:

If business, # of employees

Vendor Signature:

I, the Contractor, or acting in behalf of the contractor, certify under pains and penalties of perjury that to the best of my knowledge and belief, the above information is true, correct, and complete.

VENDOR BIDDER CHECK LIST

AS A QUALIFIED BIDDER, HAVE YOU INCLUDED:

- ____ Completed Proposal
- ____ Company Information and Offer (Attachment A)
- ____ Certification of Non Collusion (Attachment B)
- ____ Affidavit of State Tax Compliance (Attachment C)
- ____ Business Reference Form (Attachment D)
- ____ W-9 and Vendor Add Information (Attachment F)

Questions due no later than Monday, June 29, 2020 2pm
through <https://umass.bonfirehub.com/portal#department=Lowell>

Bids due no later than 2:00 PM EST on July 7, 2020 to
<https://umass.bonfirehub.com/portal#department=Lowell>. **Bids received after this date**
and time will not be considered, and will be placed, unopened, in the bid file.



Vendor Add / Update - Information Form

University of Massachusetts

MASSACHUSETTS CODE OF REGULATIONS DEFINES PERFORMER AND PERFORMING ENTITY AS FOLLOWS:

Performer: A performer may be (i) an athlete such as a wrestler, boxer, golfer, tennis player, sports team member or other athlete who is paid for competing, demonstrating, making a public appearance, or endorsing merchandise, as well as a person paid to further an athlete's performance or an athletic event performing services such as owner or leader of a performing entity; agent or manager of a performing entity or performer; referee, coach, or trainer; member of a production crew; or (ii) a paid entertainer or speaker, such as an actor, singer, musician, dancer, circus performer, comedian, celebrity, public speaker or lecturer, as well as any person paid to further an entertainer's or speaker's performance such as owner or leader of a performing entity; agent or manager of a performing entity or performer; or writer, director, coach, designer, or member of a sound, light, stage or production crew.

Performing entity: A corporation, partnership, limited partnership, Limited Liability Company, corporate trust or other entity that employs, engages, or comprises one or more performers.

All Gross Annual payments to Performers that exceed the \$5,000 threshold per calendar year are subject to 5.3% Massachusetts Tax withholding per the Department of Revenue. For additional information regarding Performer withholding standards and exemptions please visit the Massachusetts Department of Revenue website at www.mass.gov/dor or call 1-800-392-6089.

SMALL BUSINESS DEFINITION:

A business, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualifies as a small business under the criteria and size standards of the Small Business Administration regulations.

MINORITY-OWNED BUSINESS DEFINITION:

A small business that is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least 51 percent of its stock unconditionally owned by one or more historically underutilized (socially and economically disadvantaged) individuals and has its management and daily business controlled by one or more such individuals. A minority owned business is also a small business that is at least 51 percent unconditionally owned by an economically disadvantaged Indian Tribe or Native Hawaiian Organization, or a publicly owned business that has at least 51 percent of its stock unconditionally owned by one of these entities, that has its management and daily business controlled by members of an historically underutilized (economically disadvantaged) Indian Tribe or Native Hawaiian Organization, and that meets the Small Business Administration regulations.

Individuals who are African Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Subcontinent-Asian Americans are considered historically underutilized (socially and economically disadvantaged) by the Small Business Administration:

African Americans are U.S. citizens whose origins are in any of the Black groups of Africa, and all persons having origin in any of the original peoples of the Cape Verdean Islands.

Hispanic Americans are U.S. citizens whose origins are in South America, Central America, Mexico, Cuba, the Dominican Republic, Puerto Rico, or the Iberian Peninsula, including Portugal.

Native Americans are American Indians, Eskimos, Aleuts, and Native Hawaiians.

Asian-Pacific Americans are U.S. citizens whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia.

Subcontinent Asian-Americans are U.S. citizens whose origins are in India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal.

WOMEN-OWNED BUSINESS:

A small business which is at least 51 percent owned by one or more women; who also control and operate the business or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

SMALL DISABLED OWNED BUSINESS:

A small business concern that is at least 51 percent owned by an individual or individuals who has a physical or mental impairment which substantially limits one or more of such persons major life activities. Individual(s) must be involved in the day-to-day management of the business.

SMALL DISABLED VETERAN OWNED BUSINESS:

A small business concern that is at least 51 percent owned by an individual or individuals who has a physical or mental impairment which substantially limits one or more of such persons major life activities. The physical or mental impairment must have been sustained during active service in one of the United States armed services. Individual(s) must be involved in the day-to-day management of the business.