ADDENDUM NO. #2
December 9, 2015

To all Bidders on the Project Titled:

**BID NUMBER** - CL16-EP-0035
**BID NAME**  - Move Coordination
University of Massachusetts – Lowell

UNIVERSITY OF MASSACHUSETTS – Lowell

Purchasing Department
Wannalancit Business Center
600 Suffolk Street, Rm 415
Lowell, MA 01854

Reference Contract Documents (drawings and specifications) dated **November 16, 2015**.

The attention of bidders submitting proposals for the above subject project is called to the following addendum of the Bid Documents. The items set forth herein, whether of omission, addition, substitution, or clarifications are all to be included in and form part of the proposal submitted.

PREVIOUS BID DOCUMENT HAS BEEN REVISED  - SEE ATTACHED REVISED DOCUMENT OF BID# CL16-EP-0035 CONSISTING OF  24 PAGES

PLEASE ACKNOWLEDGE ALL ADDENDA IN YOUR BID RESPONSE.

--End of Addendum No. #2
REQUEST FOR PROPOSAL
MOVE COORDINATION
BID # CL16-EP-0035

1. Introduction

The University of Massachusetts Lowell is a major public higher educational institution located in the historic industrial City of Lowell and is part of the University of Massachusetts System. The campus is situated just 25 miles northwest of Boston and spans more than 125 acres along the Merrimack River. The goal of the campus is to become an industry leader in higher education and innovated research. Over the past few years we have put together an aggressive growth plan which includes right-sizing existing space and adding new square footage through acquisitions and new construction. Over the past 5 years our enrollment has grown by 37% and we anticipate this trend to continue. In turn we have added new faculty and staff to meet the demands of this growth.

From a facilities perspective, we are preparing for a large volume of moves. We will be moving into the Pulichino Tong Building on North Campus, and Perry Hall to name a few. In addition, we will be faced with a flood of renovations in our existing spaces as we prepare to backfill the areas.

2. Scope

In anticipation of this activity, we are looking for a professional move coordination company that can coordinate all tasks associated with our campus needs, including but not limited to: preparation of a detailed relocation plan, budget and schedule; coordination with internal service departments (such as Operations, IT, security and access); provide orientation and instructions to occupants for packing/tagging/unpacking; coordination of tel/data transfers; oversee physical moves; oversight of the process of disposal for surplus property utilizing University preferred vendors; receiving/overseeing and installation of furniture and office equipment; manage punchlist items post installation; management of move budget; provide any necessary post move support coordination.

Each move may contain a single component or multiple components of this list. The University of Massachusetts Lowell reserves the right to contract physical move efforts with Moving Services contractors, already under contract with the University. UML intends for each move to be a coordinated effort between the contracted vendor and in-house personnel.
The selected move coordination firm must be available to respond to University calls 24 hours per day, 7 days per week, and 365 days per year (24x7x365). The University is a 24 hour service provider, with moves that can occur on nights or weekends and the selected move coordinator must be able to provide service at all times.

3. **Proposal Requirements**

   **Proposal Format**

   In order to promote consistent responses and facilitate the selection process, proposals must be organized to include the following sections and information:

   1. A cover letter introducing the firm and including the name, address and telephone number of corporate headquarters and the local office.
   2. The name, telephone number and email address of the individual who will be the primary contact with the University.
   3. A detailed index of the contents of the proposal.
   4. Manpower capabilities of your firm, including:
      a. Number of full-time professionals currently employed who will be assigned to the project(s).
      b. Credentials of personnel currently employed by the firm
      c. Team Members must pass CORI and background checks
   5. A resume of the firm's experience in related projects (within the last 5 years), to include name, address, and telephone number of client references that may be contacted. Also include a summary outline of work performed for each reference and the names of the personnel that were responsible for on-site project management.
   6. Samples of marketing collateral and move planning forms to be provided to the University.
   7. The proposal shall include the following:
      a. An hourly rate fee schedule for all personnel assigned to the project.
      b. All anticipated expense items

4. **Proposal Evaluation and Consultant Selection**

   The University of Massachusetts Lowell intends to prequalify multiple firms which will be able to support anticipated move coordination needs for assistance with small moves as an extension of our staff, and for their expertise in larger moves associated with larger capital projects.
Evaluation Criteria:

- Ability to meet proposal requirements
- Demonstrated experience with providing similar services particularly to Public Agencies in Massachusetts
- Rates/Fee Schedule
- Reporting Capabilities
- Value Added Services

The term of any Contract resulting from this RFP shall be for one year from the date of award, with two (2) one year renewal options.

5. Bid Rejection

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.

6. Preparation of Bids

Bids must be signed, where instructed, in ink and costs typewritten or in ink. Facsimile signatures are unacceptable. Bids which are priced or signed in pencil may be rejected as non-responsive. Bidders are cautioned that errors, alterations, or corrections on the submitted bid must be initialed by the person signing the bid proposal or his/her authorized designee. Failure to do so may result in rejection of the bid for those items erased, altered, or corrected and not initialed. Telephone and or Fax bids will not be accepted.

7. 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.

8. 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.
9. **Bidder's Representations**

Each bidder by submitting its bid represents that:

- The bid document and specifications have been read and understood by the bidder
- The bid is based upon the items described in the bidding documents and specifications without exceptions
- The bid has been arrived at independently and is submitted without collusion

10. **Bid Documents**

One (1) original hard copy and (1) electronic copy of the proposal should be submitted in a sealed envelope to:

<table>
<thead>
<tr>
<th>Drop off and Mailing location</th>
</tr>
</thead>
<tbody>
<tr>
<td>University of Massachusetts Lowell</td>
</tr>
<tr>
<td>Attention: RFP No. CL16-EP-0035</td>
</tr>
<tr>
<td>Purchasing Department</td>
</tr>
<tr>
<td>Wannalancit Business Center, RM 415</td>
</tr>
<tr>
<td>600 Suffolk Street</td>
</tr>
<tr>
<td>Lowell, MA 01854</td>
</tr>
</tbody>
</table>

13. **Bid Opening**

Bids will be accepted until **2:00 PM on December 15, 2015. Bids will be opened at that time.** All bids will be opened publicly at the date and hour stated in the bid. Bidders are welcome to attend; bids will be opened at the Purchasing Department:

| Purchasing Department |
| Wannalancit Business Center, RM 415 |
| 600 Suffolk Street |
| Lowell, MA 01854 |

It is vital that bids be in the Purchasing Office by the due date and time. Please follow the very important information below in regard to mailing or hand delivering a bid.

The Purchasing Department is on the fourth floor of the Wannalancit Business Center. If you are **hand delivering** a bid, you must come to this address. Please allow a very generous amount of time to hand deliver a bid due to difficulty in locating parking place, traffic etc.
The Purchasing department does not accept responsibility for any method of mailing or delivery of bids. It is the bidder’s responsibility to get bids to the Purchasing Office on time!

**Late bids will not be considered, and will be placed, unopened, in the bid file.**

We strongly encourage you to contact the Purchasing Office by telephone or e-mail prior to the bid opening to confirm that your bid has been received by the Purchasing Department. The general Purchasing Office phone number is (978) 934-3500 or email address is Purchasing@uml.edu. All communication should reference RFB No. CL16-EP-0035.

In case of inclement weather on the day of the Bid opening please call the University's Closing Status Line@ 978-934-2121. If the University is closed on that date, we will accept bids on the next business day.

14. **Contact Person**

All questions from prospective bidders concerning this RFP must be submitted in writing or e-mail to E at the same purchasing address referenced above or via email address Purchasing@uml.edu.

15. **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.

16. **Debriefing**

Any Vendor may request a debriefing within one (1) week after receiving notification of award, to discuss the Selection Committee's evaluation of its bid proposal. Request for debriefing shall be made in writing to the Purchasing Manager. Debriefing shall not include discussions of any competing bids.

17. **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.
18. 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.

19. 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.

20. Vendor Not Employee of UMASS LOWELL

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

Proposal Offer
CL16-EP-0035

Proposers are required to sign this form and submit it with their bid proposal.

To the University of Massachusetts Lowell, the undersigned proposes to provide equipment and services for the University of Massachusetts Lowell in accordance with the terms specified below and the terms of this request: Bid number CL16-EP-0035,

and included Addenda numbered: ________________________________

The undersigned also hereby declares that it is the only person or persons interested in this proposal, that the proposal 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 proposal, 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 proposal 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 proposal 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.

The undersigned also hereby declares that the pricing and information provided in their response are accurate and binding.

Name of Signatory (Person signing below): ________________________________

Contact Name: ________________________________

Contact Telephone Number: ________________________________

Contact Business Address: ________________________________

Contact City and State: ________________________________

Contact Email Address: ________________________________

Authorized Signature: ________________________________

Printed Name and Title: ________________________________

Date of Offer: ________________________________

Duration of Offer (minimum 90 Days): ________________________________

UMass Lowell                      Move Coordination RFP CL16-EP-0035
University of Massachusetts Lowell Contractor Rules & Regulations

**Purpose**: To establish guidelines for all contractors and vendors performing work at the University for the Office of Facilities Management and Planning, ensuring that construction, renovations, repairs, and maintenance work is performed with the highest level of safety and consistency so as to minimize the impact on students, faculty, and staff. These Guidelines do not replace the General Conditions Specifications but are intended to be a supplement and a quick reference guide.

1. **Work Hours**: Contractors shall conduct all work during regular University business hours. The Contractor is required to coordinate all access to University property with the assigned Facilities Manager. Any off-hours work must be coordinated in advance. Contractor will be responsible for any University security escorts needed for the Contractor accessing occupied spaces during off-hours.

2. **Shutdowns & Disruptions**: All work requiring the impairment of a system (fire alarm, sprinkler, water, power, etc.) is required to follow the “Instructions for Requesting a System Impairment”. These instructions can be found at [http://www.uml.edu/EEM/Life-Safety-Systems/default.aspx](http://www.uml.edu/EEM/Life-Safety-Systems/default.aspx).

3. **Parking & Deliveries**: Contractors shall observe all University parking regulations and are liable for any parking violations. Contractors shall make arrangements in advance with their assigned Facilities manager for temporary parking permits, hang tags, or gate access cards, if available. Parking at building entrances, lawn or common areas is prohibited. Contractors are responsible to coordinate access with their Facilities manager for any special vehicles making deliveries or performing the work. To get a UMass Lowell UCARD and parking, complete the Request for Services for Vendors/Visitors/Volunteers Form found at [http://www.uml.edu/UCAPS/Forms.aspx](http://www.uml.edu/UCAPS/Forms.aspx).

4. **Key Access**: Facilities Operations & Services will distribute keys. Please call 978-934-2601 with your request at least 24 hours prior to signing out the keys. Vendors may sign out keys for one business day at a time. Contractors and vendors must leave a copy of their driver’s license. Keys must be returned at the end of the business day.

5. **Conduct**: Contractors are expected to exhibit the highest standards of professional behavior while performing work for the University and while on University property. This includes, but is not limited to, no smoking, no use of alcohol or illegal drugs; no use of inappropriate language, exercising volume control (no radios or loud talking) so as not to disrupt nearby classes, studying or office functions. UMass Lowell is a smoke-free campus and no smoking will be allowed on University property. No weapons are allowed on University property. If the Contractor needs to work in or near a dormitory, notification must be provided to the Dean of Students. Work within student living areas will require background checks. Any inappropriate behavior may lead to removal of the Contractor.

6. **Contractor Identification**: Contractors shall ensure that their employees wear visible identification of the company for which they are working, while on campus. Failure to comply will result in a warning and may lead to removal of the personnel from campus at the contractor’s cost.

7. **Protection of Property**: Contractors shall be responsible for protection of elevators, hallways, sidewalks, parking lots and other common areas in their “work path” beyond their scope of work. Contractors shall clean these areas of dirt and debris caused by their work on a daily basis. Contractors shall either provide portable toilet facilities for contractor use or request permission to use University bathrooms. If using University bathrooms, Contractor shall be responsible for their portion of cleaning the bathrooms on a daily basis. Contractors are responsible for providing protection of adjacent existing areas from their work.
Contractors will be responsible for reporting and repairing any damage to University property caused by their (or their subcontractor(s) or vendor(s)) employees or equipment.

8. **Tree Protection and Fencing:** Tree protection fencing (extending 1.25 ft per inch of trunk diameter or 6 ft, whichever is greater) must be installed around all existing trees to remain on plans within the fenced staging area. Area within tree protection fencing must be mulched with shredded bark or wood chips to a thickness of 4” and is off limits for the remainder of the project. Fencing must be installed before any equipment arrives or work starts. Fence shall be maintained for the duration of the project and not removed without UML permission. Contractor will be required to pay for tree replacement and/or soil compaction remediation costs if there is any incursion into tree protection zones.

9. **Safety:** Contractor to maintain an OSHA compliant work area at all times and submit OSHA-10 Training paperwork for employees to the EEM (Environmental and Emergency Management) Office via their Facilities Manager.

10. **Certified Payroll:** All contractors are required by State Law to pay prevailing wages on all work done for the University, subject to audit by the Inspector General of the Commonwealth of Massachusetts. Contractors are also required to submit weekly certified payrolls to the contracting agency. For additional information, see [www.mass.gov/dos/pw/index.htm](http://www.mass.gov/dos/pw/index.htm) Contractors shall submit certified payroll electronically to certifiedpayroll@uml.edu. The email subject line must include the vendor name and applicable UMass Lowell Bid# and Project FMP#.

11. **Logistics Plan:** Contractors shall present a logistics plan to the Facilities manager for review prior to starting work. The logistics plan shall address vehicle delivery routes, traffic plan, noise and dust control, securing the jobsite area, Police and Fire details needed (Contractor is responsible for any required police and fire details), etc. Contractor is responsible for contacting DigSafe, as needed.

12. **Utilities:** Contractor is responsible for temporary utilities to the work area. If the work area is within an existing University building, the Contractor may use the building’s power. The Contractor will be held responsible for any misuse of the University’s utilities.

13. **Clean-up:** A neat and orderly work zone is expected of all Contractors. Contractors are required to remove all debris from the work area on a daily basis. Unless otherwise authorized, Contractors are expected to provide their own dumpster for construction debris. Use of University dumpsters must be pre-arranged or a location coordinated for the Contractor’s dumpsters.

14. **Tools, Equipment, and Staging:** Contractors are expected to be self-sufficient and provide all tools and equipment necessary for their work. Storage of any tools or equipment on University property must be pre-approved. Contractor is responsible for securing of their tools and equipment.

15. **Permitting Process & Inspection Request Forms:** Contractors are responsible for any and all permitting associated with their scope of work and should confirm and coordinate these requirements with their UMass Lowell Facilities Project Manager and UMass Lowell EEM (Environmental and Emergency Management) Office (For example, building permits, trenching and hot work permits, etc.). Specifically for the construction permitting and inspection process, the Contractor shall follow the “Building Permit Application Process” outlined at [http://www.uml.edu/EEM/Life-Safety-Systems/default.aspx](http://www.uml.edu/EEM/Life-Safety-Systems/default.aspx)

16. **Emergency Situations:** In case of emergency, contact Campus Police at (978) 934-4911 and notify your Facilities Manager as soon as possible.

17. **Emergency Contact Information:** The Contractor must provide the University with an emergency contact number of a responsible person for after-hours emergencies. This information must be provided prior to the start of work.

18. **Unforeseen Conditions:** Contractors must contact their Facilities manager immediately upon encountering unforeseen conditions and work together to resolve. If hazardous materials are encountered, notify your Facilities representative immediately and the Environmental and Emergency Management (EEM) at 978-934-2618.
19. **UML Forms C1 to C5 (when required by contract):** For bid projects, these forms are Contractor initiated and to be submitted with the following number of original copies to UML: C1 Change Order (3 copies); C2 Pay App (1 copy); C3 Substantial Completion (3 copies); C4 Retainage Release (1 copy); and C5 Final Completion (3 copies).

20. **Project Closeout (when required by contract):** Contractors shall provide the University with a complete O&M package, including, at a minimum, the O&M binder, as-built drawings, and a final finish schedule. All documentation shall be submitted in both hardcopy and electronic form. Electronic files should be in both the original source document format (Revit, Word, Excel, CAD files, etc.) and pdf formats. AutoCAD files should be in most current AutoCAD release and should include the CTB files. All Xrefs should be bound in all Auto-CAD files prior to delivery. The Contractor’s closeout package is also required to include any University specific closeout forms (as required, depending on project scope). For example, the UMass Lowell Refrigerant Equipment Inventory Form, UMass Lowell Combustion Equipment Inventory Form and the UMass Lowell Equipment Information Input Sheet. These forms can be found at [www.biddocsonline.com/elibrary/](http://www.biddocsonline.com/elibrary/). Select **UMASS Lowell Design and Construction Library** and then go to “Forms” from the left side menu.

   Equipment Information Input Sheet: The Contractor’s closeout package shall include the preparation of equipment and preventive maintenance data in a format suitable for entry into CAMIS. The data shall be submitted on the UMass Lowell Equipment Information Input Sheet and shall be completed for all equipment identified on the initial submittal logs by UMass Lowell on a project by project basis. The UMass Lowell Equipment Information Input Sheet shall be submitted electronically in the original source document working file format (MS Excel).

21. **Preventive Maintenance:**

   A. Contractor shall be responsible for preventive maintenance to any equipment started up and used during the construction period.

   B. Contractor shall be responsible for preventive maintenance on installed equipment until all of the following conditions are met:

      i. Training for the equipment with the UMass Lowell Operations & Services team is completed.
      ii. As-builts and operation manuals are submitted and approved by the registered designer of record and UMass Lowell.
      iii. Commissioning reports are accepted by the registered designer of record and UMass Lowell.

   C. Contractor shall be responsible for any impact to the warranty of the equipment due to the Contractor’s preventive maintenance responsibilities under this Section.

21. **Warranty Coverage:** The project warranty starts upon Substantial Completion. The Contractor is responsible for supplementing warranties, as needed, to ensure that all warranties commence at Substantial Completion or at the end of Commissioning (if required), whichever occurs later.
Attachment C

Company information and signature required

Company Name: __________________________________________
Company Address: __________________________________________
_________________________________________________________
_________________________________________________________

Tel. #_________________________ Fax #_________________________

Are you
() Woman Owned Business
() Minority Owned Business
() Individual/Sole Proprietorship
() Partnership
() Government
() Non-profit Organization
() Corporation
() Disadvantaged Business
() Other (specify) __________________________________________

Tax I.D./FEIN # _____-____-_____ or S.S.N. # (if individual) _____-__-_____.

Signature of owner or authorized officer*: ______________________________

Please print name: ______________________________

Title: ______________________________

Date submitted: ___/___/___

*must be signed in ink
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 person signing bid or proposal*）

(Name of business)
STATEMENT OF STATE TAX COMPLIANCE

Pursuant to M.G.L. Chapter 62C, §49A as amended by Chapter 233 of the Acts of 1983,

Section 36, I

____________________________
Name and Title

authorized signatory for

____________________________
Contracting Party / Company Name

whose principal place of business at

____________________________
Street Address

____________________________
City/Town State Zip Code

do hereby certify under the pains of penalties of perjury that

____________________________
Company Name

has complied with all laws of the Commonwealth relating to taxes.

____________________________
Contracting Party Social Security or Federal I.D. Number

____________________________
Authorized Signature (must be in ink)

____________________________
Date
Request for Taxpayer Identification Number and Certification

<table>
<thead>
<tr>
<th>Name (as shown on your income tax return):</th>
<th>Remit Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business name, if different from above:</td>
<td></td>
</tr>
</tbody>
</table>

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)

☐ Exempt Payee

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

City, state, and ZIP code:  

Order Email Address:  

Order Fax Number:  

Contact Phone Number:  

Vendor’s preferred method for Purchase Orders:  ☐ Email  ☐ Fax

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.

Vendors:  

Dun and Bradstreet Universal Numbering System (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:  

If you have questions on completing this form, please contact Vendor Maintenance at: (978) 934-3470  

Upon completion of this form, please return to: University of Massachusetts Department you are doing business with. (UMLOW)

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

Business Name Acronym

☐ IRS TIN Matching  ☐ OFAC  

Signature  

Date:  

---

University of Massachusetts at Lowell Substitute W-9  

Cat. No. 10231X  

Form UMW-9 (Rev. 12-2012)
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 dividend accounts opened after 1983 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 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 name 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.

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

(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. 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.

<table>
<thead>
<tr>
<th>What Name and Number To Give the Requester</th>
</tr>
</thead>
<tbody>
<tr>
<td>For this type of account:</td>
</tr>
<tr>
<td>Give name and SSN of:</td>
</tr>
<tr>
<td>1. Individual</td>
</tr>
<tr>
<td>The individual</td>
</tr>
<tr>
<td>2. Two or more individuals (joint account)</td>
</tr>
<tr>
<td>The actual owner of the account or, if combined funds, the first individual on the account (1)</td>
</tr>
<tr>
<td>3. Custodian account of a minor (Uniform Gift to Minors Act)</td>
</tr>
<tr>
<td>The minor (2)</td>
</tr>
<tr>
<td>4. a. The usual revocable savings trust (grantor is also trustee)</td>
</tr>
<tr>
<td>The grantor-trustee (1)</td>
</tr>
<tr>
<td>b. So-called trust account that is not a legal or valid trust under state law</td>
</tr>
<tr>
<td>The actual owner (1)</td>
</tr>
<tr>
<td>5. Sole proprietorship or disregarded entity owned by an individual</td>
</tr>
<tr>
<td>The owner (3)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>For this type of account:</th>
<th>Give name and EIN of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>6. Disregarded entity not owned by an individual</td>
<td>The owner</td>
</tr>
<tr>
<td>7. A valid trust, estate, or pension trust</td>
<td>Legal entity (4)</td>
</tr>
<tr>
<td>8. Corporate or LLC electing corporate status on Form 8832</td>
<td>The corporation</td>
</tr>
<tr>
<td>9. Association, club, religious, charitable, educational, or other tax-exempt organization</td>
<td>The organization</td>
</tr>
<tr>
<td>10. Partnership or multi-member LLC</td>
<td>The partnership</td>
</tr>
<tr>
<td>11. A broker or registered nominee</td>
<td>The broker or nominee</td>
</tr>
<tr>
<td>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</td>
<td>The public entity</td>
</tr>
</tbody>
</table>

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

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

3. You must show your individual name 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.

4. 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, 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.
This agreement is made, entered into, and effective on __________________ by and between the University of Massachusetts, Lowell (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: ______________________ To: ______________________.

   (Start Date)   (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 submittal and approval of the Contractor’s Invoice(s) that is (are) received Monthly _____, Quarterly _____, Other _____ (specify) _______________________.

   D. Reimbursement for Travel and Other Contractor Expenses:

      N/A All travel and meals are part of this Contract. No reimbursement will be made.

      N/A 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.

      N/A 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 not an employee or agent of the University. No act or direction of the University shall be deemed to create an employer/employee or joint employer relationship. The University 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
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 the University and provided to or accessed by the 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 or 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 of rights 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, age, sex, religion, physical or mental handicap, or sexual orientation or a person who is a member of, applies 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 declared 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.** This Contract is entered into in 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 to bring 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 lawsuit 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 a 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 regulations and requirements of law.

28. **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.

29. **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: ______________________________

Sig: ________________________________
Name: ______________________________
Title: ______________________________
VENDOR BIDDER CHECK LIST

AS A QUALIFIED BIDDER, HAVE YOU INCLUDED?

_____ Proposal Offer (Page 7)

_____ Company information and signature page (Page 11)

_____ Certificate of Non-Collusion (Page 12)

_____ Statement of Tax Compliance (Page 13)

_____ W-9 (Page 14)

All Bid Material delivered No Later than 2:00 PM, Monday, December 15, 2015. Bids received after this date and time will not be considered, and will be placed, unopened, in the bid file.