

**UNIVERSITY OF MASSACHUSETTS LOWELL**

**REQUEST FOR BID**

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**UNIVERSITY CONTRACT FOR  
MULCH INSTALLATION AND BED PREPARATION  
SERVICES**



**RFB CL17-EP-0008**

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NOTICE  
THE COMMONWEALTH OF MASSACHUSETTS  
UNIVERSITY OF MASSACHUSETTS Lowell

**RFP Number: CL17-EP-0008**  
**Mulch Installation and Bed Preparation Services**

Sealed bid proposals for Mulch Installation and Bed Preparation Services will be received by the Commonwealth of Massachusetts, University of Massachusetts Lowell.

Sealed Bids for the General Contract must be submitted on a form furnished by the University and will be received no later than **11:00 AM EST on Monday, November 14, 2016.**

All bids will be received at the University of Massachusetts Lowell, Purchasing Department, Wannalancit Business Center, 600 Suffolk Street, Room 415, Lowell, MA, no later than the time and date specified above and be publicly opened and read aloud. Any bid received after the time and date specified will not be considered.

Each Bid must be enclosed in a sealed envelope clearly endorsed with the name and address of the Bidder, Title and Contract Number.

Bids shall be accompanied by a bid deposit that is not less than 5% of the annual estimated procurement spend of \$30,000.00. The bid deposit may be in the form of a certified, treasurer's, or cashier's check payable to the awarding authority; or bid bond from a licensed surety M.G.L. c. 149, §44B.

Bids are subject to M.G.L. c. 149, §44A-J and to the minimum wage rates as required by the M.G.L. c. 149, §26 to 27H inclusive. The University reserves the right to reject any Bid Proposal that is not in full compliance with the Contract Specifications; to reject any or all bids wholly or in part; to waive technicalities; to make awards in a manner deemed in the best interest of the University; and to correct any award erroneously made as a result of a clerical error on the part of the University.

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.

**Bid documents may be obtained at:** <http://www.uml.edu/Procurement/Purchasing/Bids-Requests/Bid-Listings.aspx> .

**All bidders must register with the Purchasing Department of their intent to bid at** [Purchasing@uml.edu](mailto:Purchasing@uml.edu)

Messenger and other type of pick-up and delivery services is the agent of the Bidder, and the University assumes no responsibility for delivery or receipt of the documents.

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.

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## 1. GENERAL INFORMATION

All terms, conditions, requirements, and procedures included in this RFB must be met for a Response to be determined responsive. If a Bidder fails to meet any material term, condition, requirement or procedure, its Response may be deemed unresponsive and disqualified.

Unless otherwise specified in this RFB all communications, responses, and documentation must be in English, all measurements must be provided in feet, inches, and pounds and all cost proposals or figures in U.S. Currency. All Responses must be submitted in accordance with the specific terms of this RFB. No electronic Responses may be submitted in response to this RFB.

Bidders are prohibited from communicating directly with any employee of the University except as specified in this RFB. The University's Purchasing Department is authorized to provide any information or respond to any question or inquiry concerning this RFB. Bidders may contact the Purchasing Department if this RFB is incomplete.

All responses and information submitted in response to this RFB are subject to the Massachusetts Freedom of Information Law, M.G.L., Chapter 66, Section 10, and to Chapter 4, Section 7, Subsection 26, regarding public access to such documents. Any statements reserving any confidentiality or privacy rights in submitted Responses or otherwise inconsistent with these statutes will be void and disregarded.

Work done as part of this RFB is subject to compliance with Public Law 92-596 "Occupational Safety and Health Act of 1970" (OSHA), with respect to all rules and regulations pertaining to construction including Volume 36, numbers 75 and 105, of the Federal Register as amended, and as published by the U.S. Department of Labor.

The University makes no guarantee that any Commodities or Services will be purchased from any Contract resulting from this RFB. Any estimates or past procurement volumes referenced in this RFB are included only for the convenience of Bidders, and are not to be relied upon as any indication of future purchase levels.

Unless otherwise clearly stated in this RFB, any reference to a particular trademark, trade name, patent, design, type, specification, producer or supplier is not intended to restrict this RFB to any manufacturer or proprietor or to constitute an endorsement of any good or service, and the University may consider clearly identified offers of substantially equivalent goods and services submitted in response to such reference.

The goal of this RFB is to award this contract to the responsible contractor offering to perform the contract at the lowest price. However, the University reserves the right to award to multiple vendors in part or in whole to the vendor(s) who the University deems provides the best Services capable of meeting the requirements in this RFP.

Bidders may not alter (manually or electronically) the RFB language or any RFB component files. Modifications to the body this RFB, specifications, terms and conditions, or which change

the intent of this RFB are prohibited. Any unauthorized modifications may disqualify a Response.

In order to reduce the adverse environmental impact of our purchasing decisions we are committed to buy goods and services from manufacturers and suppliers who share our environmental concern and commitment. Green purchasing is the method wherein environmental and social considerations are taken with equal weight to the price, availability and performance criteria that we use to make purchasing decisions.

- Proposer/Bidder shall use environmentally preferable products and materials where economically feasible. Environmentally preferable products have a less or reduced effect on human health and the environment when compared to other products that serve the same purpose.

The University reserves the right to undertake by University forces or other, the same or similar type work as contracted for herein, in the areas covered by the contract, without obligation to the Contract Holder.

The Contractor shall maintain records pertaining to the services performed, in accordance with University acceptable accounting principles. In the event the University should dispute an invoice, the Contractor's records, pertaining to the disputed invoice, shall be made available to the University or its authorized representative, for review.

## **2. SCOPE OF WORK**

The purpose of this procurement is for the University to establish a Contract for Mulch Installation and Bed Preparation throughout the Campus.

The service requires installing via Bark Blower Truck approximately (750) seven hundred and fifty cubic yards in total of a University supplied Bark Mulch in two applications. First application installed prior to May Commencement on a date(s) to be determined by the University. The second application installed prior to University opening in August on a date(s) to be determined by the University. There is an add alternate for the preparation of mulch beds consisting of but not limited to cleaning, removal of top 2" of old mulch, trash and debris, edging and weeding. All services will be performed per the detailed specifications of this RFB.

The intention of this RFB is to establish pricing lasting a term of up to three (3) years with one (1) or more vendors, who will upon request provide UML with the products, supplies and services described in the specifications of the RFB. Award will be made for one year with the option to renew (2) two additional years for a total of (3) three years.

**At the discretion of the University, we may award to multiple vendors to complete the job in a timely fashion.**

### **Mulch Install**

The Installation of Mulch will be ordered at least two times throughout the year and will be installed to multiple locations within UML's Grounds.

The Mulch will be supplied by the University and mulch will be available at one location at the University for use by the vendor. Contractor is responsible for properly loading University supplied mulch in bark blower truck. Areas to be mulched will be determined at the discretion of University Grounds Manager. A mandatory walkthrough will be held with the University Grounds Manager and the vendor's foreman and/or supervisor before commencing any work. The foreman/supervisor at the walkthrough must be onsite during entire installation.

Mulch is to be blown in with a Bark Blower truck system. Mulch material placed around trees and in planting beds shall be maintained at a depth of 2-3" in planting saucers.

First application installed prior to May Commencement on a date(s) to be determined by the University. The second application installed prior to University opening in August on a date(s) to be determined by the University.

**Mulch Bed Preparation (Add Alternate 1)**

Mulch beds are to be edged to a depth of 5 inches and cleared of any unwanted vegetation, all debris, trash, existing top 2" of mulch removed and raked to a smooth contour. University Grounds Manager will review and approve with contractor, which planting beds will need service to determine time frame and number of staff, on an as needed basis.

**Cleaning Area**

Vendor is responsible for cleaning of hard surfaces, lawn and flowers where mulch is applied. Vendor is responsible for containment of mulch within shrub beds, all areas surrounding planting/flower beds. All areas must be back to original clean condition.

**Disposal**

All unwanted materials from bed preparation to be disposed of offsite by the contractor at no additional cost to UML. Usage of vendor vehicle and all necessary equipment included in cost.

**Work Hours**

All work shall be performed on weekdays only. Weekend work must have prior approval by the University Grounds Manager.

Work will not be performed during any holiday without the permission of the University Grounds Manager

Work shall begin no earlier than the hour of **7:00 a.m. and finish by 3:00 p.m.** Variations in work hours and days must be approved by the University Grounds Manager.

**Pricing**

Provide all necessary elements including labor and equipment as required. Rates shall include the prevailing wage, overhead with associated direct costs of insurance and profit (see Bid Response Sheet **Attachment A**).



### **3. BID SCHEDULE**

- Request for Proposal Issued                      October 24, 2016
- Walkthrough    November 1, 2016 at 11:00 AM EST
- Bidders Questions Due                              November 3, 2016 by 12:00 PM EST
- Responses to Bidders Questions                November 8, 2016 by 5:00 PM EST
- Bids Due    November 14, 2016 by 11:00 AM EST

### **4. WAGE SCHEDULE**

Attention is called to the fact that a schedule of minimum wage rates as established for the work by the Commissioner of Labor and Industries under the provisions of Chapter 149, Sections 26 and 27, as amended, is annexed to the Contract Documents and specified in (Attachment F). Prevailing wages will remain firm throughout the contract period.

The hourly wages paid to personnel employed in carrying out this Contract shall be in accordance with the provisions of Chapter 149, Sections 26 and 27, as amended.

Claims and disputes pertaining to the classification of labor or wage determinations made by the Commissioner of Labor and Industries must be presented by appeal filed with the Department of Labor and Industries within three days from the date of the first advertisement or call for bids, in the manner provided by General Laws, Chapter 149, Section 27A.

### **5. BIDDER'S REQUIREMENTS**

- In order to be considered the Contractor must have owned and operated the Company under the same name for at least 5 years, providing services relevant to those specified in the RFB.
- When applicable the Bidder must have adequate Licensed Staffing and equipment to accomplish the work in a timely fashion. UML has the right to request copies of licenses. The Bidder must provide certificates of insurance in the amounts indicated in the Section for Liability Insurance and Worker's Compensation Insurance.
- Bidder must meet and be in full compliance with all Federal, State and Local Laws and Regulations.
- Bidders must be in full compliance with OSHA 10 Regulation all required employees of the company must hold at a minimum OSHA 10 certification card. Bidder must submit OSHA 10 Certification card with bid submission.
- The Bidder should provide a list of at least three (3) references for which the Contractor has performed similar services to those specified. (Attachment D)

- The Bidder shall furnish all labor, materials, supplies, tools, machinery, implements, transportation, and other facilities required, and do all work necessary for the complete execution and completion of the Contract, except that work or materials specifically stated to be done or furnished by others.
- All work and materials furnished and installed shall be of the best quality and workmanship, and to the satisfaction of the University. There shall be no defect in the work or the operation thereof due to inferior materials or the workmanship like placing of any part. The work under this contract shall be performed at such times as may be necessary to facilitate the orderly progress of the work.
- The University of Massachusetts Lowell requires that all Contractors under contract with the University abide by the following standard requirements and practices. **SEE ATTACHMENT E - CONTRACTOR RULES AND REGULATIONS**

## 6. SCHEDULING & COORDINATION

All work shall be coordinated through the Grounds Manager, or his representative. Arrival and departure will be verified by the Grounds Manager.

## 7. BILLING

The Bidder will submit one invoice for each project. Each invoice must clearly show:

- Date(s) worked
- Job description
- Building name and address
- Hours worked
- Hourly rate
- Total cost
- The invoice must indicate the University- authorized purchase order.

All invoices must be received no later than seven (7) days after the completion of work. Invoices must be submitted electronically to [FM\\_Procurement@uml.edu](mailto:FM_Procurement@uml.edu)

## 8. TERMINATION

- 1) 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.
- 2) With Cause: If Bidder 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 Bidder 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 Bidder, which cure shall be subject to approval by the University. In the event of a breach by Bidder, Bidder 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.

## **9. GUARANTY AND WARRANTY**

The Contractor shall pay to the University of Massachusetts Lowell all expenses, losses and damages incurred as a consequence of any defect, omission, negligence, or error by the Contractor, Contractor's employees, Subcontractors, or Subcontractor's employees.

The Contractor shall provide only new and good quality materials and warrant that he has full title to all materials, supplies and equipment used in the work under this Contract.

All Contractor provided parts, materials, and/or equipment shall meet the University's satisfaction and shall follow the requirements set-forth by the University Facilities Department prior to commencing each individual assignment under this contract.

The Contractor guaranties that all work, material, and equipment furnished and installed under this contract, are in accordance with the Specifications and is free from defects in material and craftsmanship for a period of one year from the date of receipt and acceptance by UMass Lowell.

## **10. SUBCONTRACTING WORK**

The Contractor shall not subcontract any portion of this contract unless approved, in writing, by the University's Facilities Grounds Manager or their designee.

## **11. 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.

## **12. 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 ion, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

### **13. 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.

### **14. CERTIFICATION OF NON-COLUSSION**

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.

### **15. 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.

### **16. 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.

### **17. BID RESPONSE REQUIREMENTS**

#### **REQUIREMENTS**

In order to promote consistent responses and facilitate the selection process, responses 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. Bid Package forms. Bidders must submit one (1) original response packet signed, to include the following forms:

- a) Form for General Bid – (Attachment A)
- b) Certificate of Compliance with State Tax Law and Unemployment Compensation Contribution Requirements– (Attachment B)
- c) Certification of Non Collusion (Attachment C)
- d) Business Reference (Attachment D)
- e) University of Massachusetts Contract Terms and Conditions (**Needed by the awarded contractor**)
- f) W-9 Form
- g) University of Massachusetts Contract for Services

The information that is supplied on the RFB will become part of the contract. The time and materials pricing, offered by the Bidder, will remain fixed for the term of the contract.

### **WALKTHROUGH**

**All prospective bidders are highly encouraged to attend the Pre-Bid conference that will be held at the Wannalancit Business Center 600 Suffolk St. Suite - 407 Lowell, MA 01854 on Tuesday, November 1, 2016 at 11:00 AM EST.**

**All Questions should be submitted electronically via email to [purchasing@uml.edu](mailto:purchasing@uml.edu) no later than Thursday, November 3, 2016 by 12:00 PM EST.**

**Questions received after the specified date and time will not be accepted. It is the intent of UMASS LOWELL to email its response to all written questions to all proposers of record. UMASS LOWELL 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 opened and publicly read until on Monday, November 14, 2016 at 11:00 AM EST. Bidders are welcome to attend; bids will be opened at the Purchasing Department:

**University of Massachusetts Lowell  
Purchasing Department  
Wannalancit Building Center  
Suite 415  
600 Suffolk St.  
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! **If using USPS use the following address:**

**Purchasing Department - Suite 415  
Wannalancit Building Center  
600 Suffolk St.  
Lowell, MA 01854.**

**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](mailto:Purchasing@uml.edu). All communication should reference RFB No. CL17-EP-0008.

Should the University be officially "closed" (see [www.uml.edu](http://www.uml.edu) for closing information) for unforeseen circumstances, the bid will be opened at the same time on the next business day.

### **DEADLINE FOR RESPONSES**

UNIVERSITY must receive all responses to this solicitation at or prior to **11:00 AM EST on Monday, November 14, 2016** to be considered. It is the sole responsibility of each Bidder to see that their Bid is received in proper time. Any Bid received after the scheduled Bid opening time **will not be considered**.

### **SELECTION & AWARD CRITERIA**

The purpose of this RFB is to establish a contract that the University can use to obtain needed services in a cost-effective manner.

Although the dollar amount is an important factor in this request; service, quality, and experience will also be considered.

Awards shall be to the proposer who the University, in its opinion, deems responsive and responsible taking into consideration pricing, reliability of the proposer and the qualities of service. Award of this contract will be based in part, but not limited to, the following evaluation criteria:

- All requirements under this Invitation are met
- Overall Pricing
- Reporting Capabilities (Paper and Electronic)
- Any Additional Costs

- Experience and Qualifications

The University makes no dollar guarantees for services throughout the duration of this contract resulting from this RFB.

### **BID REJECTION**

The University of Massachusetts Lowell reserves the right to award in part or in whole to the best firm/individuals who in the opinion of the University provides the best value based on price and experience with similar assignments.

### **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.

### **TERM OF CONTRACT AND OPTION TO EXTEND**

The term of any Contract resulting from this RFB shall be for twelve (12) months with the option to renew for two (2) additional one (1) year contracts at the discretion of the University.

Either party may discontinue renewal of the contract by notifying the other party of their intentions, in writing, at least ninety (90) days prior to the renewal date.

### **CONTRACTOR PERFORMANCE CRITERIA**

The Contractor's performance will be evaluated on an ongoing basis, and will be utilized in determining whether or not to continue with the Contract. Performance may result in cancellation of the contract.

### **PERFORMANCE AND BUSINESS SPECIFICATIONS**

In order to be considered, the Contractor must have owned and operated the company, under the same name for at least 5 years, providing services relevant to those specified in the RFB. Any and all work performed throughout the duration of the Contract must be guaranteed by the Contractor to be completed in a workmanship-like manner and according to applicable codes and industry-accepted standards. Unless otherwise stated in specifications for a particular job, the Contractor will supply all labor, equipment, materials, parts and supplies necessary to complete a service. The Contractor will be responsible for securing any and all necessary permits required prior to commencing work on any job. The Contractor will insure that necessary permits have required sign-off signatures when job is complete and provide copies to the University Operations Manager.

The Contractor will be expected to provide services in their area(s) of expertise. Contractors will not be required to perform services that are outside their normal scope of practice.

All services solicited through this RFB are subject to the Massachusetts Prevailing Wage Laws. A list is provided as part of the RFB indicating the trades for which a contractor is mandated by law to pay the prevailing wage rates. Applicable Prevailing Wage Rates are issued with this RFB and will become a part of any Contract resulting from this solicitation. It is the responsibility of the Contractor to adhere to the Prevailing Wage Laws. The Contractor is required to comply with all applicable Prevailing Wage Law requirements. All applicable certified payroll sheets should be sent to the Facilities Department attached to each invoice.

The terms and conditions in (Attachment G – University of Massachusetts Contract for Services) are incorporated into this RFB. The successful contractor will be required to conduct all work under this Bid Award in accordance with all terms and conditions set forth in RFB CL17-EP-0008 and its attachments.

## **BONDS**

### **Release of Bid Deposit**

All bid deposits of general bidders, except those of the three lowest responsible and eligible general bidders, shall be returned within five days, Saturdays, Sundays, and legal holidays excluded, after the opening of the general bids. The bid deposits of the three lowest responsible and eligible general bidders shall be returned upon the execution and delivery of the general contract or, if no award is made, then at the expiration of thirty days after the opening of the bids, Saturdays, Sundays, and legal holidays excluded, unless forfeited by failure to sign the contract as hereinafter provided. All bid bonds shall be retained by the University unless accompanied by a stamped self-addressed envelope.

## **INSURANCE REQUIREMENTS**

The Contractor shall purchase and maintain at its sole cost and expense throughout the term of this Agreement adequate insurance coverage necessary for the performance of the work under the Contract. Such insurance should include but not be limited to the following types and amounts of coverage:

- A. The following minimum insurance coverage is required.
  - Commercial General Liability Insurance including products and completed operations liability, and contractual liability coverage specifically covering this Agreement, written on an occurrence form, with combined limits for bodily injury, personal injury, and property damage of at least two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) per aggregate. The policy shall include or must be endorsed to include the Commonwealth, the University, its Trustees, Officers, servants, and employees as an additional insured. The policy should provide coverage for [assault and battery](#), [abuse](#), and [molestation](#)



- Automobile Liability Insurance covering owned, non-owned, and hired vehicles with combined limits for bodily injury and property damage of at least one million dollars (\$1,000,000) per accident. The policy must be endorsed to include the University as an additional insured.
  - Workers' Compensation Insurance in compliance with applicable federal and state laws, including Employers Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence.
  - Professional Liability insurance on a claims made basis, covering claims made during the policy period and reported within (x) years of the date of occurrence. Limits of liability must not be less than \$2,000,000.
- B. All insurance maintained by the Contractor pursuant to this Agreement shall be written by insurance companies licensed to do business in the Commonwealth of Massachusetts. If the Contractor determines that any such insurance needs to be placed with surplus lines carriers not licensed by the Commonwealth of Massachusetts, written permission from the University is required. All insurance companies to be used by the Contractor must have a Best's Rating of not less than A- and be reasonably acceptable to the University.
- C. All insurance maintained by the Contractor must include a waiver of subrogation and shall provide that insurance for the benefit of the University shall be primary and the University's own insurance shall be non-contributing. The Contractor shall provide the University, in the manner specified by the section entitled *Notice* in the Contract, written evidence of insurance from the insurer within ten (10) business days prior to the execution of the Contract and annually when the policy is renewed. The Contractor's General Liability Insurance and Automobile Liability Insurance, to the extent these coverage types are required under the Contract, shall include or be endorsed to include the Commonwealth, the University, its Trustees, Officers, servants, and employees as an additional insured. Additional insured status must be evidenced on the certificate of insurance.
- D. The Contractor agrees that within ten (10) days after Contractor's receipt from the applicable insurers of notice of cancellation or non-renewal of the insurance policies referenced above, or material change to such policies decreasing the coverage to an amount that does not meet the Contract's minimum insurance requirements, said Contractor or its designee will send a copy of such notice to the University in the manner specified by the section entitled *Notice* in the Contract. Such notice is not a right or obligation within the policies, it does not alter or amend any coverage, it will not extend any policy cancellation date and it will not negate any cancellation of the policy. Failure to provide a copy of such notice to the University shall impose no obligation or liability of any kind upon the insurer or its agents or representatives.
- E. Contractor shall cause its subcontractors to purchase, carry, and maintain all insurance coverage and coverage limits that Section requires Contractor to have.
- F. Contractor's and/or Contractor's subcontractor's failure to provide or to continue in full force the insurance that this section requires shall be a material breach of this Agreement

and may, at the sole determination of the University, result in termination of this Agreement for cause.

**FEES**

The Cost of permits and inspection fees shall be paid by the Contractor, and reimbursed at cost by the University as part of job invoice.

**ATTACHMENT A FORM FOR GENERAL BID**

This FORM FOR GENERAL BID and all other documentation required under this document shall be submitted at the time of bid.

Each Bidder shall be responsible for filing in all blank spaces of the FORM FOR GENERAL BID.

The charges listed in this document shall not be exceeded during the initial contract period.

All figures entered in this document shall accurately reflect all charges for labor, arrival and departure travel, vehicles, equipment, tools, materials, shipping, fringe benefits, overhead, insurance, bonds, and profit, and must be an accurate representation of actual charges. (The University is tax exempt.)

The contract will be awarded based on the lowest cost per line item. The University reserves the right to award each line item to separate vendors or to group line items together as it determines is in the best interest of the University. The university retains the sole right to determine how line items will be awarded. The university will consider option year costs in their evaluation of the best overall total costs. Since the contract can be awarded on individual line items, vendors are encouraged to bid on as many, or as few, line items as they feel that their company can provide in an efficient, professional manner.

Failure to provide any documentation or information required under this document may result in disqualification of the respective bid.

**DOLLAR VOLUME**

The University anticipates that the annual volume of business under the contract will be approximately \$30,000.00

Awards may be singular or multiple to a contractor, based on the lowest contract rate.

**This bid includes addenda numbered \_\_\_\_\_**

**PRICE SHEET**

**Installation Price**

Install approximately 750 cubic yards via Bark Blower Truck of mulch at a depth of 2”- 3” inches per the specifications of this RFB.

\$ \_\_\_\_\_ per cubic yard Year 1

\$ \_\_\_\_\_ per cubic yard Year 2

\$ \_\_\_\_\_ per cubic yard Year 3

(Includes all costs associated with the installation including equipment to load mulch)

### **Add Alternate 1: Bed Preparation**

\$ \_\_\_\_\_ per laborer man hour

(Includes, all costs with the installation including equipment to load mulch)

The undersigned agrees, if it is selected as general contractor, it will within ten days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid.

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to section 44A. **The Safety Training requirement in this paragraph is effective July 1, 2006.**

The undersigned further certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural, joint venture, partnership, corporation or the business or legal entity.

The undersigned further certifies under penalties of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

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

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

The undersigned further certifies under the penalties of perjury that:

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

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

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

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

The Successful contractor additionally certifies that all work conducted under this Bid Award will be done in accordance with all Terms and Conditions set forth in this bid and its attachments.

Date \_\_\_\_\_, 2016

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

By: \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City and State)

\_\_\_\_\_  
(Federal Employment Identification #)

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

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

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

**ATTACHMENT B – CERTIFICATE OF COMPLIANCE WITH STATE TAX LAW  
AND UNEMPLOYMENT COMPENSATION CONTRIBUTION REQUIREMENTS**

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  
**Business Name**

business is located at \_\_\_\_\_  
**Business Address**

do hereby 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.

The business/organization Social Security Number or Federal Identification Number is

\_\_\_\_\_.

Signed under the penalties of perjury this \_\_\_\_\_ day of  
\_\_\_\_\_, 2016

\_\_\_\_\_  
**Authorized Signature\***

\_\_\_\_\_  
**Print Name and Title**

*\*must be signed in ink*

**ATTACHMENT C – 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\***

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name and Title**

\_\_\_\_\_  
**Business Name**

**ATTACHMENT D  
BUSINESS REFERENCE FORM**

Mulch Installation Contractor: \_\_\_\_\_

1. Reference Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_ Tel Number: \_\_\_\_\_

Description and Dates of Mulch Installation Services Provided:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Reference Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_ Tel Number: \_\_\_\_\_

Description and Dates of Mulch Installation Services Provided:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Reference Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_ Tel Number: \_\_\_\_\_

Description and Dates of Mulch Installation 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 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>
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>
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 [certified\\_payroll@uml.edu](mailto:certified_payroll@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>
  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:
  - Training for the equipment with the UMass Lowell Operations & Services team is completed.
  - As- built and operation manuals are submitted and approved by the registered designer of record and UMass Lowell.
  - 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.

22. **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.



CHARLES D. BAKER  
Governor

KARYN E. POLITO  
Lt. Governor

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

**Prevailing Wage Rates**

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

RONALD L. WALKER, II  
Secretary

WILLIAM D MCKINNEY  
Director

**Awarding Authority:** UMass Lowell  
**Contract Number:** CL17-EP-0008 **City/Town:** LOWELL  
**Description of Work:** Contract for Mulch Installation and Bed Preparation throughout the Campus.  
**Job Location:** 1 University Avenue Lowell, MA 01854

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Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Rental of Equipment - East</b>						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2016	\$32.15	\$10.91	\$0.00	\$0.00	\$43.06
	12/01/2016	\$32.15	\$10.91	\$0.00	\$0.00	\$43.06
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2016	\$32.22	\$10.91	\$0.00	\$0.00	\$43.13
	12/01/2016	\$32.22	\$10.91	\$0.00	\$0.00	\$43.13
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2016	\$32.34	\$10.91	\$0.00	\$0.00	\$43.25
	12/01/2016	\$32.34	\$10.91	\$0.00	\$0.00	\$43.25
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$88.29	\$9.80	\$0.00	\$0.00	\$98.09
For apprentice rates see "Apprentice- PILE DRIVER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$44.23	\$10.00	\$0.00	\$0.00	\$54.23
	12/01/2016	\$45.48	\$10.00	\$0.00	\$0.00	\$55.48
	06/01/2017	\$46.48	\$10.00	\$0.00	\$0.00	\$56.48
	12/01/2017	\$47.48	\$10.00	\$0.00	\$0.00	\$57.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$44.23	\$10.00	\$0.00	\$0.00	\$54.23
	12/01/2016	\$45.48	\$10.00	\$0.00	\$0.00	\$55.48
	06/01/2017	\$46.48	\$10.00	\$0.00	\$0.00	\$56.48
	12/01/2017	\$47.48	\$10.00	\$0.00	\$0.00	\$57.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$43.81	\$10.00	\$0.00	\$0.00	\$53.81
	12/01/2016	\$45.04	\$10.00	\$0.00	\$0.00	\$55.04
	06/01/2017	\$46.03	\$10.00	\$0.00	\$0.00	\$56.03
	12/01/2017	\$47.02	\$10.00	\$0.00	\$0.00	\$57.02
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$45.23	\$10.00	\$0.00	\$0.00	\$55.23
	12/01/2016	\$46.48	\$10.00	\$0.00	\$0.00	\$56.48
	06/01/2017	\$47.48	\$10.00	\$0.00	\$0.00	\$57.48
	12/01/2017	\$48.48	\$10.00	\$0.00	\$0.00	\$58.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$30.40	\$10.00	\$0.00	\$0.00	\$40.40
	12/01/2016	\$31.27	\$10.00	\$0.00	\$0.00	\$41.27
	06/01/2017	\$31.96	\$10.00	\$0.00	\$0.00	\$41.96
	12/01/2017	\$32.65	\$10.00	\$0.00	\$0.00	\$42.65
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$58.86	\$9.80	\$0.00	\$0.00	\$68.66
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$42.04	\$9.80	\$0.00	\$0.00	\$51.84
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$63.06	\$9.80	\$0.00	\$0.00	\$72.86
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$88.23	\$9.80	\$0.00	\$0.00	\$98.03
For apprentice rates see "Apprentice- PILE DRIVER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FLAGGER & SIGNALER <i>LABORERS - ZONE 2</i>	06/01/2016	\$20.50	\$7.45	\$0.00	\$0.00	\$27.95
	12/01/2016	\$20.50	\$7.45	\$0.00	\$0.00	\$27.95
For apprentice rates see "Apprentice- LABORER"						
FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$44.23	\$10.00	\$0.00	\$0.00	\$54.23
	12/01/2016	\$45.48	\$10.00	\$0.00	\$0.00	\$55.48
	06/01/2017	\$46.48	\$10.00	\$0.00	\$0.00	\$56.48
	12/01/2017	\$47.48	\$10.00	\$0.00	\$0.00	\$57.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$30.40	\$10.00	\$0.00	\$0.00	\$40.40
	12/01/2016	\$31.27	\$10.00	\$0.00	\$0.00	\$41.27
	06/01/2017	\$31.96	\$10.00	\$0.00	\$0.00	\$41.96
	12/01/2017	\$32.65	\$10.00	\$0.00	\$0.00	\$42.65
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
HOISTING ENGINEER/CRANES/GRADALLS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$44.23	\$10.00	\$0.00	\$0.00	\$54.23
	12/01/2016	\$45.48	\$10.00	\$0.00	\$0.00	\$55.48
	06/01/2017	\$46.48	\$10.00	\$0.00	\$0.00	\$56.48
	12/01/2017	\$47.48	\$10.00	\$0.00	\$0.00	\$57.48

**Apprentice - OPERATING ENGINEERS - Local 4**

**Effective Date - 06/01/2016**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$24.33	\$10.00	\$0.00	\$0.00	\$34.33
2	60	\$26.54	\$10.00	\$0.00	\$0.00	\$36.54
3	65	\$28.75	\$10.00	\$0.00	\$0.00	\$38.75
4	70	\$30.96	\$10.00	\$0.00	\$0.00	\$40.96
5	75	\$33.17	\$10.00	\$0.00	\$0.00	\$43.17
6	80	\$35.38	\$10.00	\$0.00	\$0.00	\$45.38
7	85	\$37.60	\$10.00	\$0.00	\$0.00	\$47.60
8	90	\$39.81	\$10.00	\$0.00	\$0.00	\$49.81

**Effective Date - 12/01/2016**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$25.01	\$10.00	\$0.00	\$0.00	\$35.01
2	60	\$27.29	\$10.00	\$0.00	\$0.00	\$37.29
3	65	\$29.56	\$10.00	\$0.00	\$0.00	\$39.56
4	70	\$31.84	\$10.00	\$0.00	\$0.00	\$41.84
5	75	\$34.11	\$10.00	\$0.00	\$0.00	\$44.11
6	80	\$36.38	\$10.00	\$0.00	\$0.00	\$46.38
7	85	\$38.66	\$10.00	\$0.00	\$0.00	\$48.66
8	90	\$40.93	\$10.00	\$0.00	\$0.00	\$50.93

**Notes:**

**Apprentice to Journeyworker Ratio:1:6**

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER	06/01/2016	\$31.65	\$7.45	\$0.00	\$0.00	\$39.10
LABORERS - ZONE 2	12/01/2016	\$32.40	\$7.45	\$0.00	\$0.00	\$39.85

**Apprentice - LABORER - Zone 2**

**Effective Date - 06/01/2016**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$18.99	\$7.45	\$0.00	\$0.00	\$26.44
2	70	\$22.16	\$7.45	\$0.00	\$0.00	\$29.61
3	80	\$25.32	\$7.45	\$0.00	\$0.00	\$32.77
4	90	\$28.49	\$7.45	\$0.00	\$0.00	\$35.94

**Effective Date - 12/01/2016**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.44	\$7.45	\$0.00	\$0.00	\$26.89
2	70	\$22.68	\$7.45	\$0.00	\$0.00	\$30.13
3	80	\$25.92	\$7.45	\$0.00	\$0.00	\$33.37
4	90	\$29.16	\$7.45	\$0.00	\$0.00	\$36.61

**Notes:**

**Apprentice to Journeyworker Ratio:1:5**

OILER (OTHER THAN TRUCK CRANES,GRADALLS)	06/01/2016	\$22.41	\$10.00	\$0.00	\$0.00	\$32.41
OPERATING ENGINEERS LOCAL 4	12/01/2016	\$23.06	\$10.00	\$0.00	\$0.00	\$33.06
	06/01/2017	\$23.57	\$10.00	\$0.00	\$0.00	\$33.57
	12/01/2017	\$24.09	\$10.00	\$0.00	\$0.00	\$34.09

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS)	06/01/2016	\$26.29	\$10.00	\$0.00	\$0.00	\$36.29
OPERATING ENGINEERS LOCAL 4	12/01/2016	\$27.04	\$10.00	\$0.00	\$0.00	\$37.04
	06/01/2017	\$27.64	\$10.00	\$0.00	\$0.00	\$37.64
	12/01/2017	\$28.25	\$10.00	\$0.00	\$0.00	\$38.25

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS II	06/01/2016	\$43.81	\$10.00	\$0.00	\$0.00	\$53.81
OPERATING ENGINEERS LOCAL 4	12/01/2016	\$45.04	\$10.00	\$0.00	\$0.00	\$55.04
	06/01/2017	\$46.03	\$10.00	\$0.00	\$0.00	\$56.03
	12/01/2017	\$47.02	\$10.00	\$0.00	\$0.00	\$57.02

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PANEL & PICKUP TRUCKS DRIVER	12/01/2012	\$30.28	\$9.07	\$0.00	\$0.00	\$39.35
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B						

POWER SHOVEL/DERRICK/TRENCHING MACHINE	06/01/2016	\$44.23	\$10.00	\$0.00	\$0.00	\$54.23
OPERATING ENGINEERS LOCAL 4	12/01/2016	\$45.48	\$10.00	\$0.00	\$0.00	\$55.48
	06/01/2017	\$46.48	\$10.00	\$0.00	\$0.00	\$56.48
	12/01/2017	\$47.48	\$10.00	\$0.00	\$0.00	\$57.48

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$44.23	\$10.00	\$0.00	\$0.00	\$54.23
	12/01/2016	\$45.48	\$10.00	\$0.00	\$0.00	\$55.48
	06/01/2017	\$46.48	\$10.00	\$0.00	\$0.00	\$56.48
	12/01/2017	\$47.48	\$10.00	\$0.00	\$0.00	\$57.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$30.40	\$10.00	\$0.00	\$0.00	\$40.40
	12/01/2016	\$31.27	\$10.00	\$0.00	\$0.00	\$41.27
	06/01/2017	\$31.96	\$10.00	\$0.00	\$0.00	\$41.96
	12/01/2017	\$32.65	\$10.00	\$0.00	\$0.00	\$42.65
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$43.81	\$10.00	\$0.00	\$0.00	\$53.81
	12/01/2016	\$45.04	\$10.00	\$0.00	\$0.00	\$55.04
	06/01/2017	\$46.03	\$10.00	\$0.00	\$0.00	\$56.03
	12/01/2017	\$47.02	\$10.00	\$0.00	\$0.00	\$57.02
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2016	\$32.44	\$10.91	\$0.00	\$0.00	\$43.35
	12/01/2016	\$32.44	\$10.91	\$0.00	\$0.00	\$43.35
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2016	\$32.73	\$10.91	\$0.00	\$0.00	\$43.64
	12/01/2016	\$32.73	\$10.91	\$0.00	\$0.00	\$43.64
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$43.81	\$10.00	\$0.00	\$0.00	\$53.81
	12/01/2016	\$45.04	\$10.00	\$0.00	\$0.00	\$55.04
	06/01/2017	\$46.03	\$10.00	\$0.00	\$0.00	\$56.03
	12/01/2017	\$47.02	\$10.00	\$0.00	\$0.00	\$57.02
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2016	\$33.02	\$10.91	\$0.00	\$0.00	\$43.93
	12/01/2016	\$33.02	\$10.91	\$0.00	\$0.00	\$43.93
TREE TRIMMER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/31/2016	\$18.51	\$3.55	\$0.00	\$0.00	\$22.06
This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is not on the ground. This classification does not apply to wholesale tree removal.						
TREE TRIMMER GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/31/2016	\$16.32	\$3.55	\$0.00	\$0.00	\$19.87
This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is on the ground. This classification does not apply to wholesale tree removal.						
VAC-HAUL/CATCH BASIN CLEANING <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2016	\$32.44	\$10.91	\$0.00	\$0.00	\$43.35
	12/01/2016	\$32.44	\$10.91	\$0.00	\$0.00	\$43.35

**Additional Apprentice Information:**

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

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

All steps are six months (1000 hours.)

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

\*\* Multiple ratios are listed in the comment field.

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

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



ATTACHMENT G

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, 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

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.” 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 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 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 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)

**CONTRACTOR**  
\_\_\_\_\_ (Name)

Sig: \_\_\_\_\_

Sig: \_\_\_\_\_

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

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

Title: \_\_\_\_\_  
(Authorized University Official)

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

Sig: \_\_\_\_\_

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

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

Sig: \_\_\_\_\_

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

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

Form **UMW-9**  
 University of Massachusetts  
 Substitute W-9 Form  
 (Rev. December 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: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust Estate <input type="checkbox"/> Limited liability company.    Enter the tax classification: _____ (C =Corporation, S = S Corporation, P = Partnership) <input type="checkbox"/> Other (see instructions) _____		<input type="checkbox"/> Exempt Payee
	Legal Address (number, Street, and apt. or suite no.):	Remit Address:	
	City, state, and ZIP code:		

<b>Required</b>	Order Email Address:	Order Fax Number:
	Contact Phone Number:	
	Vendor's preferred method for Purchase Orders: <input type="checkbox"/> Email <input type="checkbox"/> Fax	

<b>Part I</b>	<b>Taxpayer Identification Number (TIN)</b>	
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 <b>How to get a TIN</b> 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.		<b>Social security number</b> [ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ] or <b>Employer identification number</b> [ ] [ ] - [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]
Vendors: Dunn and Bradstreet Universal Numbering System (DUNS)		<b>DUNS</b>

<b>Part II</b>	<b>Certification</b>
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).  <b>Certification instructions:</b> 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.	

<b>Sign Here</b>	Signature of U.S. person: _____ Date: _____
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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)**

<b>Part III</b>	<b>For University Verification Purposes Only – Do Not Write Below This Line</b>	
Business Name Acronym	_____	
<input type="checkbox"/> IRS TIN Matching	<input type="checkbox"/> 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](http://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](http://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](http://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](http://www.DNB.com) under the DNB D-U-N Number Tab.

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

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

- 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](mailto: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](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://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.