



# COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State")

Departments and Contractors. **Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.** Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

**1. Contract Effective Start Date.** Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

**2. Payments And Compensation.** The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

**3. Contractor Payment Mechanism.** All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

**4. Contract Termination Or Suspension.** A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

**5. Written Notice.** Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

**6. Confidentiality.** The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

**7. Record-keeping And Retention, Inspection Of Records.** The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

**8. Assignment.** The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

**9. Subcontracting By Contractor.** Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

**10. Affirmative Action, Non-Discrimination In Hiring And Employment.** The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

**11. Indemnification.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

**12. Waivers.** 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



# COMMONWEALTH TERMS AND CONDITIONS

remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. **Risk Of Loss.** The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and

for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

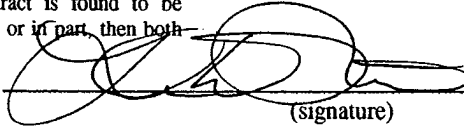
14. **Forum, Choice of Law And Mediation.** Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. **Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration.** Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both

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

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

CONTRACTOR AUTHORIZED SIGNATORY:

  
(signature)

Print Name: Lucian D. Pratt

Title: Contracts Manager

Date: 4MA/2005

(Check One):  Organization  Individual

Full Legal Organization or Individual Name: Raytheon Company, ITS

Doing Business As: Name (If Different): \_\_\_\_\_

Tax Identification Number: 75 1183 105

Address: 7700 Arlington Blvd. Falls Church, VA 22042

Telephone: 703 876-1940 FAX: 703 208-1283

### INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

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

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



## COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT FORM AND INSTRUCTIONS

This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth Departments. Any changes to the official printed language of this form shall be void. This shall not prohibit the addition of non-conflicting Contract terms. By executing this Contract, the Contractor under the pains and penalties of perjury, makes all certifications required by law and certifies that it shall comply with the following requirements: that the Contractor is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards, including obtaining requisite licenses, permits and resources for performance; that the Contractor and its subcontractors are not currently debarred; that the Contractor is responsible for reviewing the Standard Contract Form Instructions available at [www.comm-pass.com/comm-pass/forms.asp](http://www.comm-pass.com/comm-pass/forms.asp); that the terms of this Contract shall survive its termination for the purpose of resolving any claim, dispute or other Contract action, or for effectuating any negotiated representations and warranties; and that the Contractor agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached to this Contract or incorporated by reference herein, including the following requirements: all relevant Massachusetts state and federal laws, regulations, Executive Orders, treaties, requirements for access to Contractor records, the terms of the applicable Commonwealth Terms and Conditions, the terms of this Standard Contract Form and Instructions including the Contractor Certifications and Legal References, the Request for Response (RFR) or solicitation (if applicable), the Contractor's response to the RFR or solicitation (if applicable), and any additional negotiated provisions.

[THE CONTRACTOR MUST COMPLETE ONLY THOSE SECTIONS PRECEDED BY AN "→".]

→VENDOR CODE: 751183105	MMARS DOCUMENT ID: _____ CONTRACT ID: SP04-I98
→CONTRACTOR NAME: RAYTHEON COMPANY	DEPARTMENT NAME: Department of State Police
→CONTRACT MANAGER: Lucian D. Pratt (Dean)	CONTRACT MANAGER: ROBERT C DEARDORFF
→PHONE: (703) 876-1940 →FAX: (703) 208-1283 →E-MAIL ADDRESS: LDPRATT@RAYTHEON.COM	PHONE: 508-820-2147 FAX: 508-820-2165 E-MAIL ADDRESS: ROBERT.DEARDORFF@POL.STATE.MA.US
→BUSINESS MAILING ADDRESS: 770 ARLINGTON BLVD. FALLS CHURCH VA 22042	BUSINESS MAILING ADDRESS: 470 WORCESTER RD RAMINGHAM MA 01702
THE FOLLOWING COMMONWEALTH TERMS AND CONDITIONS FOR THIS CONTRACT HAS BEEN EXECUTED AND FILED WITH CTR: (Check only one) <input type="checkbox"/> COMMONWEALTH TERMS AND CONDITIONS <input type="checkbox"/> COMMONWEALTH TERMS AND CONDITIONS FOR HUMAN AND SOCIAL SERVICES	
COMPENSATION: (Check one option only) <input type="checkbox"/> Maximum Obligation of this Contract: \$ _____ <input type="checkbox"/> No Maximum Obligation has been set for this Contract: (Check one) <input checked="" type="checkbox"/> Rate Contract with a Rate of: \$ _____ Per: List _____ <input type="checkbox"/> Rate Contract with Multiple/Negotiated Rates: (Attach listing of multiple rates or description of negotiation process)	PAYMENT TYPE: (Check one option only) <input checked="" type="checkbox"/> Payment Voucher (PV) <input type="checkbox"/> Ready Payment (RP) (Schedule: _____ Initial Base Amt:\$ _____) <input type="checkbox"/> Contractor Payroll (CP) (Required for Contract Employees) <input type="checkbox"/> Recurring Payment (Required for Leases and TELPs)
→PAYMENT METHOD: The Contractor agrees to be paid by Electronic Funds Transfer (EFT is the Commonwealth's Preferred Payment Method): <input type="checkbox"/> Yes <input type="checkbox"/> No	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE: (Reference to attachments without a narrative description of performance is insufficient.) Contract is for the purchase of Intelligence Management Software, related supplies, services and maintenance per RFR SP04-I98 and the additional terms and conditions.	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Single Department Procurement/Single Department User Contract; <input checked="" type="checkbox"/> Single Department Procurement/Multiple Department User Contract; <input type="checkbox"/> Multiple Department Procurement/Limited Department User Contract; <input type="checkbox"/> Statewide Contract (Only for use by OSD or an OSD-designated Department); <input type="checkbox"/> Grant (as defined by 815 CMR 2.00); <input type="checkbox"/> Emergency Contract (attach justification); <input type="checkbox"/> Interim Contract (attach justification); <input type="checkbox"/> Contract Employee; <input type="checkbox"/> Collective Purchase (attach OSD approval) <input type="checkbox"/> Legislative/Legal Exemption (attach proof); <input type="checkbox"/> Other (Specify):	
RFR REFERENCE NUMBER: (or "N/A" if not applicable) SP04-I98	
ANTICIPATED CONTRACT EFFECTIVE START DATE: Performance shall begin on <u>5/5/05</u> , which shall be no earlier than the latest date this Contract is signed by authorized signatories of the Department and Contractor and approved under Section 1 of the applicable Commonwealth Terms and Conditions.	
TERMINATION DATE OF THIS CONTRACT: This Contract shall terminate on <u>5/4/06</u> unless terminated or amended by mutual written agreement by the parties prior to this date under Section 4 of the applicable Commonwealth Terms and Conditions.	
→AUTHORIZING SIGNATURE FOR THE CONTRACTOR: →X: (Signature of Contractor's Authorized Signatory) →DATE: <u>4 MAY 2005</u> (Date must be handwritten at time of signature) →NAME: <u>Lucian D. Pratt</u> →TITLE: <u>Contracts Manager</u>	AUTHORIZING SIGNATURE FOR THE DEPARTMENT: X: (Signature of Department's Authorized Signatory) DATE: <u>5-6-05</u> (Date must be handwritten at time of signature) NAME: <u>JOHN F. FLYNN</u> TITLE: <u>CHIEF ADMINISTRATIVE OFFICER</u>

# COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT FORM INSTRUCTIONS



## INTRODUCTION

The Standard Contract Form Instructions are provided to assist both Contractors and Commonwealth Departments with the interpretation and completion of the Standard Contract Form. These Instructions, including policies, procedures and legal references, are incorporated by reference into the Standard Contract Form. The Standard Contract Form is the boilerplate contract used by the Commonwealth for commodity and service Contracts, Grants and any other agreements for which another standard boilerplate is not already prescribed by statute, regulation or policy.

The Standard Contract Form is not a stand alone contract document but is used as the key document that incorporates the various documents that make up a Commonwealth Contract, which include: (1) the applicable Commonwealth Terms and Conditions or the Commonwealth Terms and Conditions for Human and Social Services, (2) a Request for Response (RFR), other procurement solicitation document, or non-procurement supporting documentation, (3) the Contractor's response to the RFR or other solicitation, or scope of services and budget for non-procured Contracts, and (4) any other negotiated terms and conditions and attachments. The applicable Commonwealth Terms and Conditions is signed only once by the Contractor and filed by the initial contracting Department with the Office of the Comptroller (CTR). The signed and filed Commonwealth Terms and Conditions will be incorporated by reference and apply to any contract, Grant or other agreement entered into by the Contractor and any Commonwealth Department. Therefore, Contractors do not have to re-sign this document for subsequent procurements.

**LINKS TO POLICIES, PROCEDURES AND LEGAL REFERENCES.** Text that appears underlined in the Standard Contract Form and Instructions indicates a "hyperlink" that will link you to an Internet or bookmarked site for the particular reference being cited. Pressing the "Alt" and "F9" keys while in the Microsoft® Word version of this document will display the full text of hyperlinks which can be copied and pasted or typed into your Internet browser address field if you can not connect directly to the Internet by clicking on a hyperlink. Hyperlinks to legal requirements such as statutes and regulations are links to unofficial versions of these documents. While reasonable efforts have been made to assure the accuracy of the data provided, Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. **PLEASE NOTE THAT NOT ALL APPLICABLE LAWS HAVE BEEN CITED IN THIS DOCUMENT. INSTRUCTIONS AND HYPERLINKS MAY BE ADDED OR CHANGED WITHOUT NOTICE, SO CHECK THIS DOCUMENT AT [www.comm-pass.com/comm-pass/forms.asp](http://www.comm-pass.com/comm-pass/forms.asp) FOR UPDATES.**

A Department is not responsible for providing a paper copy of the Standard Contract Form Instructions to Bidders or Contractors. The Standard Contract Form Instructions are incorporated by reference into the Standard Contract Form and do not have to be filed with the completed Contract documents. **Departments and Contractors are responsible for reviewing the Standard Contract Form and Instructions, including hyperlinks.** See [www.comm-pass.com/comm-pass/forms.asp](http://www.comm-pass.com/comm-pass/forms.asp) for an electronic copy of the Standard Contract Form with Instructions and access to the Internet hyperlinks.

## CONTRACTOR INFORMATION - TO BE COMPLETED BY THE CONTRACTOR

**VENDOR CODE:** Enter the state accounting system Vendor Code assigned previously from the Commonwealth. If a Vendor Code has not been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. If the Contractor has a Vendor Code with multiple payment remittance addresses, the Contractor must verify the correct Vendor Code to ensure timely payments to the correct address. The Contractor's failure to verify the correct Vendor Code will waive the Department's liability for late payment interest for payments sent to the incorrect remittance address.

**CONTRACTOR NAME:** Enter the full legal name of the Contractor's business as it appears on the Contractor's W-9 Form. If Contractor also has a "doing business as" name, both the legal name and the "d/b/a" name must appear in this section.

**CONTRACT MANAGER:** Identify the authorized Contract Manager who will be responsible for managing the Contract.

**PHONE/FAX/E-MAIL ADDRESS:** Identify the phone, fax number(s) and electronic mail (e-mail) address of the Contract Manager.

**BUSINESS MAILING ADDRESS:** Enter the address where all correspondence to the Contract Manager must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Contractor's Contract Manager (with confirmation of actual receipt) through the listed fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

**PAYMENT METHOD:** This section is for informational purposes only, but must be completed by either the Contractor or the Department. Enter whether or not the Contractor agrees to be paid using Electronic Funds Transfer (EFT). EFT is the preferred and fastest method of payment for all Commonwealth payments. It is the Commonwealth's policy to pay bills within 30 days via EFT. (See Commonwealth Bill Paying Policy). If the Contractor does not yet receive payments electronically, the Contractor should complete the Authorization for EFT Payments Form. In addition to sending the remittance information to the Contractor's financial institution with the payment, CTR's MassFinance/Vendor Web site allows Contractors access to their remittance information, payment history and pending payments via their account number (the Vendor Code listed on the Standard Contract Form).

**AUTHORIZING SIGNATURE FOR CONTRACTOR/DATE:** The Authorized Contractor Signatory must, in their own handwriting and in ink, sign AND enter the date the Contract is signed. See section below under "ANTICIPATED CONTRACT EFFECTIVE START DATE".

COMMONWEALTH OF MASSACHUSETTS  
STANDARD CONTRACT FORM INSTRUCTIONS



Rubber stamps, typed or other images are not acceptable. Proof of Contractor signature authorization may be required by the Department. See "REQUIRED STANDARD CONTRACT FORM CONTENTS" section below. See also CTR Department Head Signature Authorization Policy for the policy requiring live signatures and signature dates and Contractor signature authorization verification.

NAME/TITLE: The Contractor Authorized Signatory's name and title must appear legibly.

**DEPARTMENT INFORMATION - TO BE COMPLETED BY THE DEPARTMENT**

**MMARS DOCUMENT ID:** Enter the state accounting system (MMARS) transaction (encumbrance) number associated with this Contract. This sixteen position number consists of: 2 position transaction code, 3 position Department MMARS code, 4 position Organization Code, 7 position Department-defined identification number. (Example: "SC OSC 1010 1AUDIT2"; Note: the first character of the 7 position identification number typically represents the fiscal year for which the transaction is being created. For example, "FY2002" would appear as "2".) The MMARS DOCUMENT ID should be used as a reference number on all transactions, documentation or other correspondence related to the Contract.

**CONTRACT ID:** This number is used for Department internal purposes only, if the Department needs an identifying number in addition to the MMARS DOCUMENT ID.

**VENDOR CODE:** The Department will complete this field only if not already completed by the Contractor (such as when the Contractor is set up as a new Vendor on the MMARS Vendor File or when Vendor File changes are made). The Department must ensure that the Contractor's Vendor Code matches the Vendor Code created on the state accounting system MMARS Vendor File. If the Contractor has a Vendor Code with multiple payment remittance addresses (see the MMARS VEND file), the Department must verify the correct Vendor Code with the Contractor to ensure timely and properly directed payments.

**DEPARTMENT NAME:** Enter the full legal Department name.

**CONTRACT MANAGER:** Identify the authorized Contract Manager who will be responsible for managing the Contract.

**PHONE/FAX/E-MAIL ADDRESS:** Identify the phone, fax number(s) and electronic mail (e-mail) address for the Contract Manager.

**BUSINESS MAILING ADDRESS:** Enter the address where all correspondence to the Contract Manager must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed fax number(s) or electronic mail address for the Contract Manager will meet any requirements for written notice under the Contract.

**COMMONWEALTH TERMS AND CONDITIONS THAT APPLY TO THIS CONTRACT:** Check either "Commonwealth Terms and Conditions" or "Commonwealth Terms and Conditions for Human and Social Services", whichever is applicable to the Contract performance. (See Expenditure Classification Handbook for assistance in determining applicable Commonwealth Terms and Conditions.) The checked document must be on file at CTR PRIOR to submitting this Contract for encumbrance processing at either CTR or the Operational Services Division (OSD), or if the Department has transaction delegation, prior to processing the encumbrance in MMARS. The Department must check the MMARS VEND table to determine if the Contractor has already signed the applicable Commonwealth Terms and Conditions.

If the Contractor has the applicable Commonwealth Terms and Conditions already on file and submits additional signed copies of this form, these signed copies must be sent by a Department to the Office of the Comptroller Payee Unit to be maintained on file.

If the Contractor does not have the applicable Commonwealth Terms and Conditions on file and recorded on the MMARS VEND table, the Department must complete a Vendor Update Form (VU) on MMARS and then mail the VU with a completed W-9 and Commonwealth Terms and Conditions to CTR's Payee Unit. Changes to the Contractor's identity during the period of the Contract require an updated W-9 and execution of another Commonwealth Terms and Conditions reflecting the new information. See Guidelines for Material Changes in Contractor Identity. For more information on Vendor Code requirements see Section 4 "Payee Administration and Tax Reporting Administration and Tax Reporting Clearinghouse" in the CTR annual Fiscal Year Closing and Opening Instructions.

**COMPENSATION:** The Department must select from one of two categories for Contract compensation: (See Chapter 4, under section "RFR Section 6" of the Commonwealth Procurement Policies and Procedures Handbook for more information.)

- **Maximum Obligation.** A maximum obligation is used for either unit-based or project-based compensation when performance (commodity or service) is predictable and measurable and a maximum amount of funds has been set for the Contract. The amount entered in this space must be fully encumbered by the Department for the duration of the Contract according to the ANTICIPATED CONTRACT EFFECTIVE START DATE and the TERMINATION DATE listed in the Contract, including out year obligations.
- **No Maximum Obligation.** A Rate Contract is used when the rate per unit of performance (e.g., commodity or service) is known but the number of units that will be needed during the Contract period is unknown. Rate Contracts are also used when there are multiple Contractors available to provide performance and it is unknown which Contractors will be selected at any given time to provide performance. The Department must encumber sufficient funds to support the anticipated use of

# COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT FORM INSTRUCTIONS



the Contract. The Department is also responsible for monitoring its requests for performance to ensure that performance by the Contractor does not exceed the amounts encumbered for the Contract. Select either:

- **A Rate Contract With A Single Rate**, and indicate the rate and type of unit (per hour, day, week, item, etc.).
- **A Rate Contract With Multiple/Negotiated Rates**, and attach listing of multiple rates (including any supporting documentation for rates), or if rates are to be negotiated, attach a description of the process that will be used to negotiate the rates. Rate Contracts with negotiated rates may not be used for open-ended arrangements but are appropriate for lists of pre-qualified contractors and certain Statewide Contracts for which rates are negotiated on a per project, program, task or work order basis depending upon the performance required.

**PAYMENT TYPE:** This section is for informational purposes only, but must be completed by the Department. This section should identify which of the following types of payment the Department will be using to pay the Contractor. See Commonwealth Bill Paying Policy.

- **Payment Voucher (PV)**. The standard payment mechanism for most Contracts.
- **Ready Payment**. An alternative payment mechanism (authorized by G.L. c. 29, s. 23A and 815 CMR 3.00) that enables recurring automated payment estimates (weekly, bi-weekly, semi-monthly) with monthly reconciliation for social, educational and rehabilitative service contracts with predictable, recurrent and regular service delivery schedules.
- **Contractor Payroll (CP)**. This payment mechanism is required for all Contract Employees (determined to be Contract Employees through the IRS SS-8 test) and is made through the statewide payroll system (HR/CMS).
- **Recurring Payments**. This payment mechanism establishes a recurring schedule of automated payments (monthly, quarterly, semi-annually or annually) for all Commonwealth leases. TELP (Tax Exempt Lease Purchase) Contracts must use established MMARS "REST" tables (and not Contractor set schedules). See Acquisition of Durable Commodities (part of the Commonwealth Procurement Policies and Procedures Handbook) for more information about leases and TELPs.

**PAYMENT METHOD:** This section is for informational purposes only, but must be completed by either the Contractor or the Department. Enter whether or not the Contractor agrees to be paid using EFT. (See PAYMENT METHOD section above for additional information.) Departments are strongly encouraged to promote the use of EFT for Contract payments and should encourage the Contractor to complete the Authorization for EFT Payments Form at any time.

**BRIEF DESCRIPTION OF CONTRACT PERFORMANCE:** Enter a brief description of the Contract performance, project name or other identifying information. The description is used to specifically identify the Contract performance, match the Contract with attachments and determine if the appropriate expenditure code (as listed in the Expenditure Classification Handbook) has been selected. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

**PROCUREMENT OR EXCEPTION TYPE:** Check the appropriate type of procurement or exception for this Contract. Only one option can be selected.

- **Commodity or Service Contracts**. If the Contract is for the procurement of commodities or services, the Department must indicate if the Contract was procured as a "Single Department Procurement/Single Department User Contract"; "Multiple Department Procurement/Limited Department User Contract"; "Single Department Procurement/Multiple Department User Contract" or a "Statewide Contract (Only for use by OSD or an OSD-designated Department)". See Commonwealth Procurement Policies and Procedures Handbook and Appendix Use of Procurement by Single or Multiple Departments for more information and documentation requirements for these options.
- **Grants**. If the Contract is being used for the award of a Grant, the Department must check "Grant". Grants are governed by 815 CMR 2.00 and Grants and Subsidies Policy. See "REQUIRED STANDARD CONTRACT FORM CONTENTS" below for additional information.
- **Competitive Procurement Exception**. If the Contract did not result from a competitive procurement, the Department must check off the appropriate exception: "Emergency Contract"; "Interim Contract"; "Contract Employee"; "Collective Purchase approved by OSD"; a "Legislative/Legal Exemption" or "Other" (and specify procurement exception). Documentation proving the exception must be attached. See "REQUIRED STANDARD CONTRACT FORM CONTENTS" below for additional information.
- **REQUEST FOR RESPONSE REFERENCE NUMBER**. Enter the reference number of the RFR for this Contract (even if you are using an RFR that was issued by another Department). If the RFR was posted on Comm-PASS, use RFR Reference Number as posted. If an RFR was not used, indicate "N/A".

**ANTICIPATED CONTRACT EFFECTIVE START DATE:** The Department must enter the "anticipated" start date of the Contract. However, the legal effective start date of the Contract is determined by the execution dates of the Contract and any required approvals as outlined in Section 1 of the applicable Commonwealth Terms and Conditions.

COMMONWEALTH OF MASSACHUSETTS  
STANDARD CONTRACT FORM INSTRUCTIONS



- **NOTE:** In the event the Department enters an incorrect date, *the legally enforceable Contract Effective Start Date of performance will be interpreted according to the language identified in Section 1 of the applicable Commonwealth Terms and Conditions.* CTR and OSD may correct the dates in the state accounting system (MMARS) to reflect the legal Contract Effective Start Date.
- **Unauthorized performance prior to legal contract effective start date.** Contractors are not authorized to provide performance prior to the legal Contract Effective Start Date of a Contract. Departments and Contractors are on notice that, despite an incorrect date in the Standard Contract Form or any communications made by the Department to the contrary, the Contractor can not be compensated under the Contract for any performance made prior to the legal effective start date of the Contract as follows:
  - **For Commodity and Service Contracts using the Commonwealth Terms and Conditions,** "the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later."
  - **For Human and Social Service Contracts using the Commonwealth Terms and Conditions for Human and Social Services,** "the effective start date of a Contract shall be the later of: the date the Contract was executed by an authorized signatory of the Contractor; the date the Contract was executed by an authorized signatory of the Department; the date specified in the Contract; or the date of Secretariat authorization pursuant to G.L. c. 29, § 29B."

**TERMINATION DATE OF THIS CONTRACT:** The Department must enter the date the Contract will terminate. A Contract must be signed for at least the initial duration listed in the RFR, or other solicitation document (if applicable). Amendments to extend the termination date, such as exercising an option to renew, must be made using the Standard Contract Amendment Form and must be signed by the Contractor and the Department PRIOR to the termination date (or as previously amended) in accordance with Section 4 of the applicable Commonwealth Terms and Conditions. The Contractor is not legally entitled to payment under this Contract for any performance provided after the Termination Date of a Contract (even if requested by the Department) and the Department may not amend the Contract to include such performance or payments since the performance was not made under this Contract. See Section on "CONTRACT AMENDMENTS" below. See also Request for Response/Contract Duration Appendix.

**AUTHORIZING SIGNATURE FOR DEPARTMENT/DATE:** The Authorized Department Signatory must, in their own handwriting and in ink, sign AND enter the date the Contract is signed. See section above under "ANTICIPATED CONTRACT EFFECTIVE START DATE". Rubber stamps, typed or other images are not accepted. See also CTR Department Head Signature Authorization Policy.

**NAME /TITLE:** The Department Authorized Signatory's name and title must appear legibly.

**REQUIRED STANDARD CONTRACT FORM CONTENTS**

**ORIGINALS OR TRUE ATTEST COPIES OF CONTRACTS.** Massachusetts G.L. c. 7A, s. 5 requires that either the original or a certified copy of all Contracts be filed as directed by the Comptroller. The "record copy" contents of a Contract (as listed below) must be filed either at CTR, OSD (commodity contracts) or at the Department if so delegated, whenever a Standard Contract Form is used. **The Standard Contract Form Instructions are incorporated by reference and are not required to be filed as part of the original or true attest copy of the Standard Contract Form.** A Department official who has seen the original of a document can attest that a copy submitted is a "true attest" or "true copy" of the original. This certification can be done on the top page of the copy or by attachment. See also Department Head Signature Authorization Policy.

- **COMMODITY AND SERVICE CONTRACTS.** (1) the applicable Commonwealth Terms and Conditions (on file at CTR); (2) an original or true attest copy of the Standard Contract Form; (3) a copy of the RFR, or a Comm-PASS close-out Contract Summary screen print (provided the RFR has been properly closed out and the close-out Summary posted on Comm-PASS verifies the location of the RFR and RFR Reference Number on Comm-PASS), or copy of other solicitation (if applicable); (4) an original or true attest copy of the Contractor's RFR Response (or a copy if the RFR was conducted by another procuring Department), or response to other solicitation (if applicable); (5) any negotiated additional terms; (6) Verification of Contractor signature authority if the Contract value exceeds \$50,000 (see below); and (7) for Consultant Contracts (HH or NN (N01-N14) subsidiaries in the Expenditure Classification Handbook) (a) Executive Departments must also attach a Consultant Contractor Mandatory Submission Form completed by the Contractor (pursuant to G.L. c. 29, s. 29A and G.L. c. 7A, s. 6); and (b) Non-Executive Departments must attach a statement of financial interest from consultant Contractors pursuant to G.L. c. 7A, s. 6 and may use the Consultant Contractor Mandatory Submission Form or other appropriate format.

Note: See Chapter 5 "Contract Execution" and "RFR Attachments/Other" of the Commonwealth Procurement Policies and Procedures Handbook for additional information and any required RFR attachments.

# COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT FORM INSTRUCTIONS



- **GRANTS.** (See Grants and Subsidies Policy, 815 CMR 2.00 and How to Determine if a Grant or Contract?) (1) the applicable Commonwealth Terms and Conditions (on file at CTR); (2) an original or true attest copy of the Standard Contract Form; (3) a copy of the Grant application, RFR or Comm-PASS close-out Contract Summary screen print (provided that the RFR must have been properly closed out and the close-out Summary posted on Comm-PASS which verifies the location of the RFR and RFR Reference Number on Comm-PASS), or other solicitation document. If a Grant application process, RFR or other competitive selection was not used, attach a description of the Grant selection process, why a competitive selection was not performed and a justification for the Grantee selection; (4) the original or true attest copy of the Grantee's response to the Grant application, RFR or solicitation document. If a Grant application process, RFR or other competitive selection was not used, attach a detailed scope of performance and budget; (5) a copy of any additional negotiated terms; (6) if the Grant is being made to a non-public entity, and the Department is using appropriated Type 01 (operating) or Type 02 (capital) funds, attach a copy of the specific legislative authorization for a Grant to a non-public entity as required under 815 CMR 2.00, and (7) Verification of Contractor signatory authority if Grant value exceeds \$50,000 (see below).
- **COMPETITIVE PROCUREMENT EXCEPTIONS.** (1) the applicable Commonwealth Terms and Conditions (on file at CTR); (2) an original or true attest copy of the Standard Contract Form; (3) documentation justifying the competitive procurement exception (for Emergency and Interim Contracts); copies of legislative language or other legal exemption (for Contracts with legislative/legal exemption from procurement); approval from OSD (Collective Purchase Contract with federal or other public entity); or copy of posting/hiring documentation and resume (for Contract Employees); (4) an explanation of how the Contractor was selected; (5) documentation outlining performance responsibilities and costs (also known as scope of services and budget); (6) any additional negotiated terms, and (7) Verification of Contractor signature authority if Contract value exceeds \$50,000 (see below). See also 801 CMR 21.05 and Chapter 2 under "Competitive Procurement Exceptions" and Chapter 4 under "Contract Filing" of the Commonwealth Procurement Policies and Procedures Handbook.

**CONTRACTOR SIGNATURE VERIFICATION FOR ALL CONTRACTS, GRANTS OR OTHER AGREEMENTS.** All Contracts exceeding \$50,000 in value must attach verification of signature authorization for the Contractor as outlined below. The Contractor Authorized Signature Verification Form, or any other alternate format, may be used for this purpose. Departments are responsible for verifying that a Contract (regardless of amount) is signed by an authorized signatory for the Contractor. Verification includes: (a) proof of the authority to sign contracts and (b) an official sample of the signatory's signature that the Department can use to verify the signature on the Standard Contract Form, amendments and other documents related to the Contract. For Individual Contractors, such as a Contract Employee or Independent Contractor, only an official sample or notarized signature is required. See also Department Head Signature Authorization Policy.

## CONTRACT AMENDMENTS

The Standard Contract Amendment Form must be used to document all amendments to a Contract including exercising an option to renew, extending the period of performance, changing the scope of performance, changing costs, etc. A Standard Contract Amendment Form MUST be signed by the Department and the Contractor **PRIOR** to the termination date listed in the Contract (or as amended). Departments must attach all relevant documentation to support the amendment.

**Options to Renew Amendments.** Although options to renew are made at the discretion of a Department, the exercise of an option(s) to renew is considered a Contract amendment which will not be effective until documented by the execution of a Standard Contract Amendment Form by the Department and Contractor prior to the termination date of the Contract. A Department may exercise more than one option to renew at a time, if multiple options are still available under the procurement. If a Contract terminates prior to using the time left under a procurement, any remaining time available may still be used by the Department with the following restrictions: (1) the lapse in time between the original Contract termination date and the execution of a new Standard Contract Form will be lost and must be deducted from the total available time left under the Contract procurement, and (2) any newly signed Standard Contract Form will require copies of all the required documents filed with the original Standard Contract Form, plus any additional negotiated terms (as specified under "REQUIRED STANDARD CONTRACT FORM CONTENTS" above).

**Terminated Contracts May Not Be Amended.** A Contract which is not amended prior to its termination date terminates by operation of law and can not be amended. A Contractor is not authorized to continue performance after the termination date of a Contract even if the Department has notified the Contractor that it has exercised an option to renew or plans to amend the Contract. **Performance made during any lapse in time between the original Contract termination date and the execution of a new Standard Contract Form can not be compensated under either the original or the new Contract.** See "ANTICIPATED CONTRACT EFFECTIVE START DATE" above. See the Commonwealth Procurement Policies and Procedures Handbook Chapter 3 under "Contract Negotiations", Chapter 5 under "Amendments" and the Request for Response/Contract Duration Appendix for the scope of what can be negotiated by amendment under the Standard Contract Form.



# COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT FORM INSTRUCTIONS



## CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

The following is a listing of legal references which may apply to Contract performance or to the Contractor's doing business in Massachusetts and which are incorporated by reference into the Contract. By signing the Standard Contract Form the Contractor certifies, under the pains and penalties of perjury, that it is in compliance with, and shall remain in compliance with, all legal requirements governing performance of this Contract and the Contractor's doing business in Massachusetts. This information is provided to assist Contractors with accessing their responsibilities. Hyperlinks to legal citations are to unofficial versions of these citations. While reasonable efforts have been made to assure the accuracy of the data provided, Contractors should consult with their legal counsel to ensure compliance with any legal requirements. PLEASE NOTE THAT NOT ALL LAWS OR REQUIREMENTS HAVE BEEN CITED. INSTRUCTIONS AND HYPERLINKS MAY BE ADDED OR CHANGED WITHOUT NOTICE, SO CHECK THE ELECTRONIC COPY OF THIS DOCUMENT AT [www.comm-pass.com/comm-pass/forms.asp](http://www.comm-pass.com/comm-pass/forms.asp) FOR UPDATES.

- Massachusetts General Laws; Code of Massachusetts Regulations; (Partial CMR Listing and Commonwealth Website partial CMR listing); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human and Social Services) and AICPA Standards; confidentiality of Department records under G.L. c. 66A;
- Providing access to Contractor records to state officials (e.g. State Auditor) under Executive Order 195 and G.L. c. 11, s.12;
- Federal tax laws; State tax laws including G.L. c. 62C, the Contractor's certification under G.L. c. 62C, s. 49A; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12;
- If the Contractor is a foreign corporation, compliance with G.L. c. 181 including all requirements for certification, reporting, filing of documents and service of process;
- Employer requirements: compliance with applicable state and federal employment laws or regulations, including minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c.153 (Liability for Injuries); certification of meeting dependant care assistance requirements under the Acts of 1990, c. 521, §7 as amended by the Acts of 1991, c. 329, and 102 CMR 12.00; 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 (Federal Family and Medical Leave Act); AGO Consumer Protection Guidelines, including Charities;
- Federal and state laws and regulations prohibiting discrimination including the Americans with Disabilities Act, 42 U.S.C. Chapter 126; the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and G.L. c. 272 s. 98A; the Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act); AGO protection of elders;
- Filing of required certificates and reports with the Secretary of the Commonwealth and Office of the Attorney General or other departments as related to its conduct of business in the Commonwealth;
- Certification that the Contractor and any of its subcontractors are not currently debarred or suspended by federal or state government under any law or regulation including G.L. c. 29, §29F and G.L. c. 152, s. 25C;
- Massachusetts Executive Orders, including Executive Order 130 and Executive Order 346;
- Compliance with federal anti-lobbying requirements of 31 USC 1352; other federal requirements when receiving federal funds; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act;
- RFR – Required Specifications which are incorporated by reference herein if not already included as part of the Request for Response for Contracts under 801 CMR 21.00; and
- The terms of the Request for Response (RFR) or solicitation for this Contract, if applicable; and any additional negotiated provisions for this Contract.

## HELPFUL INFORMATION LINKS FOR DEPARTMENTS

Overview of State Accounting; State Finance Law; Expenditure Classification Handbook; Fiscal Year Closing/Opening Instructions; Comptroller Policy Memos; CTR Fiscal Year Memos; Statewide Contract Listing; OSD Memos; OSD Discussions(News); Federal Debarment List; OSD Purchased Services Homepage; Guidelines for Material Changes in Contractor Identity; Incidental Purchasing Quick Reference; Use of Procurement by Single or Multiple Departments; Contract Duration Appendix; CTR Payroll Memos; Security Officer Information; Department Key Contacts; Financial Reporting Responsibilities; CTR Contract Review Form; Commonwealth of Massachusetts Website; Fixed Asset Subsystem User Guide; Internal Control Information; ADA Compliance for Government Facilities Training Guide; Affirmative Market Program; Administrative Bulletins; Required Transaction Certification Language; G.L. c. 7, c. 22; G.L. c. 30, s. 51; G.L. c. 30, s. 52; G.L. c. 7A; G.L. c. 29, s. 29A; G.L. c. 29, s. 29B; Legislative Home Page with FY GAA and Bills.

## NORTHERN IRELAND NOTICE AND CERTIFICATION

---

State agencies, state authorities, the House of Representatives or the state Senate may not procure goods or services from any person employing ten or more employees in an office or other facility located in Northern Ireland who fails to complete the certification below as required by M.G.L. c.7 section 22C:

The bidder does not employ ten or more employees in an office or other facility in Northern Ireland.

The bidder employs ten or more employees in an office or other facility located in Northern Ireland and certifies that:

- 1) the bidder does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and
  - 2) the bidder promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and
  - 3) the bidder is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.
- 

Signed under the pains and penalties of perjury on this 4<sup>th</sup> day of MAY, 2005

Raytheon Company  
Bidder Name

[Signature]  
Signature of Authorized Representative Signing on Behalf of Bidder

Lucian D. Ratt  
Print Name of Authorized Representative of Bidder

Contracts Manager  
Print Title of Authorized Representative of Bidder