

# South Shore Community Action Council, Inc.

DANIEL SHANNON  
PRESIDENT

PATRICIA A. DALY  
EXECUTIVE DIRECTOR

SSCAC, Inc. is soliciting quotes for the roof replacement of the west-facing side of building "B" at South Shore Early Education, 196 South Meadow Road, Plymouth, MA. Kindly review the attached contract documents carefully, complete all necessary documentation, and return with a Project Schedule no

later than **12 noon on Wednesday, November 16, 2011**, to:

South Shore Community Action Council, Inc.

265 South Meadow Road

Plymouth, MA 02360

Attn: Kerry Glynn, Procurement Manager

Or via email to: [kaglynn@sscac.org](mailto:kaglynn@sscac.org)

The lowest, responsive quote from the most responsible contractor will be awarded the contract.

**SSCAC, Inc. reserves the right to reject all quotes.**

Please call 508-747-7575 ext. 223 with any questions.

South Shore Community Action Council, Inc.

Roofing Replacement west facing side of Building "B" at South Shore Early Education, 196 South Meadow Road, Plymouth, MA 02360

Request for Quotes

COVER SHEET  
PLEASE SUBMIT WITH Quote  
NO LATER THAN 12 NOON ON NOVEMBER 16, 2011 TO:  
SSCAC, INC.

265 South Meadow Road, Plymouth, MA 02360

Attn: Kerry Glynn, Procurement Manager

Or via email to: [kaglynn@sscac.org](mailto:kaglynn@sscac.org)

Or via fax to: 508-747-1250, attn: Kerry Glynn

Contractor Name:

Contractor Address:

Contact Person:

Contact Telephone #:

Contact Fax #:

Contact E-Mail or Internet Address:

Pricing Section:

Labor: \$ \_\_\_\_\_

Materials: \$ \_\_\_\_\_

Total fixed-fee Contract Price: \$ \_\_\_\_\_

Submissions Checklist:

- 1) RFQ Cover Sheet with contact information and pricing section completed \_\_\_\_\_
- 2) Completed form W9 (Exhibit D) \_\_\_\_\_
- 3) Signed Debarment Form (Exhibit E) \_\_\_\_\_
- 4) Signed Certificate of Tax Compliance (Exhibit F) \_\_\_\_\_
- 5) Signed Statement of Non Collusion (Exhibit G) \_\_\_\_\_
- 6) Copies of applicable licenses (builders' license) \_\_\_\_\_
- 7) Project Schedule \_\_\_\_\_
- 8) Certificate of Insurance \_\_\_\_\_

South Shore Community Action Council, Inc  
265 South Meadow Rd.  
Plymouth, MA 02360  
508-747-7575

## CONTRACT

Owner: South Shore Community Action Council, Inc. (herein "SSCAC"), 265 South Meadow Road,  
Plymouth, MA 02360

Contractor: \_\_\_\_\_

Contractor License #: \_\_\_\_\_

Project: Roof Replacement at South Shore Early Education, 196 South Meadow Road, Plymouth, MA  
02360 – Side "B" west-facing

Commencement Date: [ \_\_\_\_\_ ]                      Completion Date: [ \_\_\_\_\_ ]

Work Items:                      As set forth in Exhibit A

Contract Price:                \$ \_\_\_\_\_

The Owner and the Contractor agree as follows:

1.        The Contractor agrees to complete the Work on the terms and conditions set forth herein.
2.        Unless otherwise provided herein, the Contractor shall provide and pay for all labor, materials, equipment, tools and machinery, transportation and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
3.        The Contractor shall deliver, handle, store and install materials in accordance with manufacturers' instructions and applicable laws and regulations.
4.        The Contractor warrants to the Owner that all materials and equipment furnished under this Agreement will be of good quality and new unless otherwise required or specified herein, that the Work will be free from defects in workmanship and in materials not inherent in the quality required or permitted, and that the Work will conform with the requirements of this Agreement. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor will promptly repair or replace any nonconforming Work resulting from defective workmanship or materials, if brought to the Contractor's attention within one (1) year after the Work is completed. In addition, Contractor shall assign to Owner any warranties

relating to materials furnished in connection with the Project, including without limitation, warranties related to the shingles comprising a part of the Project.

5. Unless otherwise provided herein, the Contractor shall secure and pay for all plans (including stamps and certifications by licensed architects or engineers), permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work, including without limitation, building permits and certificates of occupancy. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

6. The Contractor shall keep the site and surrounding area free from accumulation of waste materials or rubbish arising in performing the Work. At the completion of the Work, the Contractor shall remove from the site waste materials, rubbish, the Contractor's tools, equipment, machinery and surplus material.

7. The Contractor shall cause the Work to be carried out in a manner as to cause as little interference with the Owner's programs and operations at the site as reasonably possible. Work is to be completed on weekend days *only with prior notice to SSCAC's Procurement Manager and Child Care Director.*

8. The Owner shall pay to the Contractor the full Contract Price when the Contractor delivers to the Owner a Certificate of Occupancy and/or applicable Inspections signed off by the Town of Plymouth Building Department and/or other applicable Town of Plymouth departments, covering the Work and the Work is completed to the reasonable satisfaction of Owner.

9. The Contractor shall maintain insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations hereunder, whether such operations be by the Contractor or by a subcontractor or anyone directly or indirectly employed by any of them. Worker's compensation insurance shall be written for not less than the amounts required by law. The Contractor's liability insurance shall be written for such amounts as reasonably acceptable to the Owner. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. Each policy of liability insurance shall name the Owner as an additional insured.

10. **Time is of the essence** of this Agreement. All Work, as listed above, is to be completed no later than the Completion Date listed above. **Contractor must submit a Project Schedule with this agreement.**

11. The Contractor will comply with the following federal laws and regulations: (a) E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60,

“Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor;” (b) the Copeland “Anti-Kickback” Act, 18 U.S. C. 874, 40 U.S.C. 276c as supplemented by Department of Labor regulations, 29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States,” which provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled, (c) the Davis-Bacon Act, 40 U.S.C. 276a to a-7, and as supplemented by Department of Labor regulations, 29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.” **The Contractor is required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor (attached hereto as Exhibit B). In addition, the Contractor will pay wages not less than once a week. The Contractor agrees to complete WH-347 payroll form weekly (attached hereto at Exhibit C).**

12. The Contractor hereby certifies that it has not been suspended or debarred from doing business with any federal agency, and specifically that it is not listed on the procurement portion of the General Services Administration’s “Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs” in accordance with E.O.s 12549 and 12689, “Debarment and Suspension.” (See 45 CFR part 76.)

13. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color sexual orientation or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the vendors/contractors. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

14. All changes to the Work will be evidenced by a written change order executed by the Owner and the Contractor, which will include any additional charge above the Contract Price for such changes and any change to the Completion Date.

15. Simultaneously with the execution of this Contract by the Contractor, the Contractor shall complete and deliver to the Owner a W-9 Form, including Duns # portion thereof, if applicable, (attached hereto Exhibit D).

16. The Contractor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, the Contractor is required to compute wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

17. Owner's Right to Terminate. The Owner may terminate this Contract if the Contractor materially breaches any provision of this Contract, and fails to cure such breach within seven (7) days after written notice of such breach from the Owner to the Contractor. Upon such termination, the Owner may take possession of all materials, equipment, tools, and construction equipment and machinery owned by the Contractor, and finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work. If the Owner terminates the Contract, the Contractor shall not be entitled to receive any payment until the Work is finished. If the Contract Price exceeds the costs of finishing the Work, including compensation for the services or expenses made necessary thereby, and other damages incurred by the Owner, such excess shall be paid to the Contractor. If such costs and damages exceed the Contract, the Contractor shall pay the difference to the Owner.

Executed as a sealed instrument as of the date first set forth above.

CONTRACTOR:

OWNER: South Shore Community Action Council,  
Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Patricia Daly, Executive Director

Title:

Date:

Date:

**EXHIBIT A**

**Project Specifications**

8 November 2011

**So. Shore Early Education Center**  
196 So. Meadow Road  
Plymouth, MA 02360

## PROJECT SPECIFICATIONS

### SECTION 07310

#### ASPHALT SHINGLES

##### PART 1 - GENERAL

###### 1.01 SUMMARY

- A. Provide asphalt shingle roofing (50 yr. shingle) over new asphalt-impregnated fiberglass-reinforced paper.
- B. Provide 3' band of ice & water shield around edges of roof.
- C. Provide new drip edge and ridge vent.
- D. Upon removal of the existing shingles on the west side of Building "B," inspect existing roof sheathing and if necessary replace existing sheathing with new to match.

###### 1.02 SUBMITTALS

- A. Submit for approval samples, product data, warranty, extra stock.

###### 1.03 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

###### 1.04 WARRANTY

- A. Shingle (50 Yr. Shingle) Warranty: Manufacturer's Limited Lifetime Warranty.

##### PART 2 - PRODUCTS

###### 2.01 MATERIALS

- A. Asphalt Shingles:
  - 1. Manufacturers: Certainteed Landmark TL, Bird Roofing Products, Celotex Roofing Products or approved equal.
  - 2. Type: Square tab, Heavyweight, laminated w/fiberglass matt base strip shingles.
  - 3. Accessories: Ridge shingles; underlayment felt, metal flashing and drip edge.
  - 4. Type: Textural, ASTM C 406, Grade S1.
  - 5. Type: Graduated, ASTM C 406, Grade S1.
  - 6. Accessories: Felt, ASTM D 226; rubberized asphalt perimeter underlayment; metal flashing and drip edge.

## SECTION 07310

### ASPHALT SHINGLES (cont'd)

#### PART 2 – PRODUCTS (cont'd)

##### 2.02 REFERENCES

- A. ASTM D 3018 – Standard Specification for Class A Shingles Surfaced with Mineral Granules
- B. ASTM D 3161 – Standard Test Method for Wind Resistance of Asphalt Shingles (Fan-Induced Method)
- C. ASTM D 3462 – Standard Specification for Asphalt Shingles Made from Glass Felt and Surfaced with Mineral Granules.
- D. ASTM D 7158 – Class H Wind Resistance
- E. ASTM E 108 – Standard Test Methods for Fire Test of Roof Coverings.
- F. UL 2390/ASTM D 6381 – Class H Wind Resistance
- G. UL 790 – Class A Fire Resistance

##### 2.03 SUBMITTALS

- A. Product Data: Provide manufacturer's printed product information indicating material characteristics, performance criteria and product limitations.
- B. Manufacturer's Installation Instructions: Provide published instructions that indicate preparation required and installation procedures.
- C. Product Sample: Provide sample of product to be used for review by Owner for color selection.

##### 2.04 QUALITY ASSURANCE

- A. Installer Minimum Qualifications: Installer shall be licensed or otherwise authorized by all federal, state and local authorities to install all products specified in this section. Installer shall perform work in accordance with NRCA Roofing and Waterproofing Manual.

##### 2.05 DELIVERY, STORAGE AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store and dispose of solvent-based materials and materials used with solvent based materials, in accordance with requirements of local authorities having jurisdiction.
- C. Deliver shingles to site in manufacturer's unopened labeled bundles. Promptly verify quantities and conditions. Immediately remove damaged products from the site.

#### PART 3 - EXECUTION

##### 3.01 INSTALLATION

- A. Comply with recommendations of NRCA Roofing Manual.
- B. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials and systems in proper relation with adjacent construction and with uniform appearance.
- C. Install water protection sheet at valleys, ridges, and eaves.
- D. Restore damaged components. Clean and protect work from damage.

END OF SECTION

**EXHIBIT B**

**Prevailing Wages – Wage Determination**

10/27/2011

www.wdol.gov/wdol/scafiles/davisbaco...

General Decision Number: MA100012 10/14/2011 MA12

Superseded General Decision Number: MA20080012

State: Massachusetts

Construction Type: Building

County: Plymouth County in Massachusetts.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction projects consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	03/12/2010
1	03/19/2010
2	03/26/2010
3	04/02/2010
4	04/09/2010
5	04/16/2010
6	04/23/2010
7	05/07/2010
8	05/14/2010
9	07/16/2010
10	09/03/2010
11	10/08/2010
12	10/22/2010
13	11/26/2010
14	01/21/2011
15	02/18/2011
16	07/01/2011
17	08/05/2011
18	08/26/2011
19	09/09/2011
20	09/30/2011
21	10/14/2011

BRMA0001-022 03/01/2010

FOXBORO CHAPTER  
PLYMOUTH COUNTY (Lakeville)

	Rates	Fringes
Bricklayer/Cement Mason.....	\$ 43.86	24.15

BRMA0003-023 08/01/2011

QUINCY CHAPTER  
PLYMOUTH COUNTY (Marion, Mattapoisett, Rochester, Wareham)

	Rates	Fringes
Bricklayer/Cement Mason.....	\$ 46.56	26.88

DRYWALL FINISHER/TAPER.....\$ 20.10 6.49

Laborers:

Laborers.....\$ 12.04 4.15

Mason Tenders.....\$ 14.80 4.15

Power equipment operators:

Bulldozer.....\$ 15.96 2.55

Front End Loader.....\$ 18.64 3.77

\* ROOFER, Including Built Up, Composition and Single Ply Roofs.....\$ 14.53 5.22

TILE SETTER.....\$ 18.84 4.93

TRUCK DRIVER (3 axle).....\$ 12.17 3.42

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
\* a survey underlying a wage determination
\* a Wage and Hour Division letter setting forth a position on a wage determination matter
\* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**EXHIBIT C**

Prevailing Wages – WH-347 Form



(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

— Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Date \_\_\_\_\_  
 I, \_\_\_\_\_ (Name of Signatory Party) \_\_\_\_\_ (Title)  
 do hereby state:

(1) That I pay or supervise the payment of the persons employed by \_\_\_\_\_ on the \_\_\_\_\_ (Contractor or Subcontractor) \_\_\_\_\_; that during the payroll period commencing on the \_\_\_\_\_ (Building or Work) \_\_\_\_\_; and ending the \_\_\_\_\_ day of \_\_\_\_\_, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said \_\_\_\_\_

\_\_\_\_\_ (Contractor or Subcontractor) \_\_\_\_\_ from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 40 U.S.C. § 3145), and described below:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:  
 (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS  
 — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

EXHIBIT D

Form W9



## Specific Instructions

**Name.** If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

### Part I - Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate 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 an LLC that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

**Note:** See the chart on this page for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site [www.irs.gov](http://www.irs.gov).

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments.

The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

### Part II - Certification

To establish to the paying agent that your TIN is correct or you are a U.S. person, or resident alien, sign Form W-9.

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

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

**Dunn and Bradstreet Universal Numbering System (DUNS) number requirement** – The United States Office of Management and Budget (OMB) requires all vendors that receive federal grant funds 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.

### Privacy Act Notice

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

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

## What Name and Number to Give the Requester

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 <sup>1</sup> The minor <sup>2</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The grantor-trustee <sup>1</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The actual owner <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The owner <sup>3</sup>
5. Sole proprietorship	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

If you have questions on completing this form, please contact the Office of the State Comptroller, (617) 973-2468.

**Upon completion of this form, please send it to the Commonwealth of Massachusetts Department you are doing business with.**

**Exhibit E**

**Debarment Form**

# Debarment Form

## Certificate Regarding Debarment, Suspension, and Other Responsibility Matters

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statute or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
  
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Organization Name

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Name and Title of Authorized Representative

**Exhibit F**

**Certificate of Tax Compliance**

## **Certificate of Tax Compliance**

Pursuant to M.G.L. c. 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

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Signature of individual submitting proposal or quote

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Name of Business

**Exhibit G**

**Statement of Non-Collusion**

## **Non-Collusion Statement**

The undersigned certifies under penalties of perjury that this proposal or quote 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.

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Signature of Individual Submitting Proposal or Quote

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Name of Business