



RETURNING CONTRACTOR EMPLOYMENT PACKET:

Authorization for Contractor Employment Form

Please fill out Section A.

If you are a returning contractor, you should know your HR/CMS EMPL ID: it is the number on your Pay Stub and previous contractor authorization forms. You have previously received a copy of all your contractor employment forms and your employee ID can be found on them. Your supervisor also has this number. Please note, the record number you are assigned, you will need this number to report your hours correctly.

The Left Portion of the Contract Employee Form should be filled out by the Contractor and the right side and the lower portion of the form should be filled out by the Budget Manager. The Contractor and the Requestor will have to sign the bottom of the form.

The Terms and Conditions will also have to be filled out by the Contractor.

If you need to change your W-4 form you may do so at this time.

You may not work until we have processed your new authorization form. Once, we do that it will be scanned back to you and to your supervisor via e-mail. Please, look for the e-mail.

Requester/Budget Manager: Please fill out section B. Followed by your Area VP, Chief Financial Officer and the Director of HR

Link to pay calendar:

<http://www2.worcester.edu/Payroll/shared%20Documents/PayDates%20July-Dec%2014.pdf>

Job Ranking Rate Chart link:

<http://www.worcester.edu/FP-HR-Documents/>

Sincerely,
HR

WORCESTER STATE UNIVERSITY**INSTRUCTIONS FOR COMPLETING AUTHORIZATIONS FOR EMPLOYMENT
CONTRACTOR EMPLOYMENT (WOR4620)
IMPORTANT**

ATTENTION! THE PROCESS HAS CHANGED! YOU MAY NOT WORK UNTIL YOU HEAR FROM THE DEPARTMENT SECRETARY, ONCE HE/SHE HAS RECEIVED THE SIGNED FAX OR SCANNED COPY OF THE CONTRACTOR FORM HE/SHE WILL CALL YOU TO WORK. NOTE: YOU WILL NOT RECEIVE A PAPER COPY OF THE CONTRACTOR FORM!!

Contractors including State Employees, (contributing to State Employee Retirement System), and State Retirees WOR4620. This category is reserved for all non-students, non-benefited employees, including students from other colleges. Contractors must fill out Section A of the form and also complete the following:

1. Authorization for Contractor Employment
2. Commonwealth of Mass/Contract Employee Form plus acknowledgement of Receipt of Terms & Conditions
3. Worcester State University Application
4. Disabled Veteran and/or Vietnam Era Veteran Form
5. Declaration of Physical or Mental Handicap Form
6. Medicare Tax Withholding Declaration
7. Equal Employment Opportunity Form
8. Emergency Information Form
9. New Conflict of Interest Law Online-Training Program
10. Disclosure of Names of Family Members who are State Employees
11. Massachusetts Right-to-Know Law, M.G.L. Chapter 111F Applicability Form
12. I-9 (Photocopies establishing **Identity** and **Right to Work** must be taken by a full-time WSU employee who must complete Section B and sign and date it.)
13. W-4
14. OBRA form
15. Direct Deposit Form

1. **MAXIMUM HOURS OF WORK PER WEEK ARE NOT GUARANTEED.**
2. **AUTHORIZATIONS MUST BE COMPLETED AT LEAST TWO WEEKS PRIOR TO START DATE. EMPLOYEES CANNOT BEGIN WORKING UNTIL YOU RECEIVE A CALL FROM YOUR DEPARTMENT SECRETARY.**
3. **PART TIME EMPLOYEE TITLES, LEVELS AND STEP RATES ARE LOCATED ON THE BACK OF EACH FORM**
4. **BUDGET MANAGERS ARE RESPONSIBLE FOR THE FOLLOWING:**
 - a. **BUDGET ACCOUNT # ACCURACY**
 - b. **FUNDING IS AVAILABLE**
 - c. **LEVEL: ____ STEP: ____ Maximum hours of work per week: ____**
5. **IF ANY OF THE INFORMATION ON THE FORM IS MISSING OR INCORRECT IT WILL BE RETURNED TO THE REQUESTER.**
6. **DIRECT DEPOSIT is mandatory. Payment will not be processed unless employee is enrolled in direct deposit.**

Please keep all required supporting documents together with the Authorization for Temporary/Part Time Employment. If the above forms are already on file with HR, only the Authorization form needs to be filled out.

(04/15)

CURRENT WSU EMPLOYEES MUST SUBMIT AN ALTERNATE WORK SCHEDULE SHOWING HOW THIS ASSIGNMENT WILL NOT INTERFERE WITH REGULAR DUTIES/SCHEDULE.



**AUTHORIZATION FOR CONTRACTOR EMPLOYMENT
HUMAN RESOURCES**

Authorization for employment will not be effective until **ALL approvals have been obtained. This completed form must be submitted to the Human Resources Office **PRIOR** to beginning employment. No person will be included on the payroll without this completed authorization form. However, this form does not authorize actual payment. A record of attendance (e.g. weekly time sheets, signed memoranda, etc.) must be submitted for the employee to be paid.

For office use only

EEO Code: _____
New Hire: _____
Re-Hire: _____
Concurrent: _____
Record # _____
Position Number: _____
No Action: _____

**FY2016
WOR 4620**

UNIT 5609

A. GENERAL INFORMATION (PLEASE PRINT) HR/CMS EMPL ID: _____

1. Employee Name: _____
 2. Home Address: _____ Birth Date: _____
 3. City/State/ZIP: _____ Highest Degree: _____ Marital Status: _____
 4. Phone #: (H) _____ Phone #: (C) _____
 5. E-Mail address: _____
 6. SS#: _____ Gender: ☐ F ☐ M Have you ever worked at another state agency? _____ No _____ Yes
 7. EEO Categories (use code below): **Must be filled in** If Yes, provide ID# _____
 - a. Ethnicity: Hispanic _____ Non-Hispanic _____
 - b. Race codes: (**Circle** as many as apply) 01 American/Alaska Native 02 Hawaiian/Pacific Islander 03 Asian
04 Black 05 Cape Verdean 06 White
 8. OBRA (Alternate Retirement Plan) Status ☐ Benefited State Employee ☐ State Retiree ☐ Other
 9. Have you ever worked for the University? _____ No _____ Yes
If Yes, FWS or Contractor Part-Time Employee: _____ FWS _____ Contractor/Student Employee
- I agree to the terms and conditions of this agreement and acknowledge that I have read the instructions for completing this form.
10. Employee Signature: _____
This employment relationship is "at will" and can be terminated at any time with or without cause.

B. POSITION AND FUNDING INFORMATION: SUPERVISOR: PLEASE COMPLETE THE INFORMATION BELOW

1. Position Title: _____ LEVEL: _____
STEP: _____
 2. Department: _____ HRLY RATE: _____
Date employment to begin: _____ ** (MUST MATCH LEVEL AND STEP)
Ending Date: _____ (if before June 30)
Maximum hours of work per week: _____
- Finance Use Only*

Appropriation: _____ OBRA _____

Mail Drop ID: _____ HIRD _____

Letter Sent _____
3. Budget Account #: 1- _____ - _____ - CCC _____
(To be filled out by requester)
C01 - Instruction
C09 - General
C29 - Athletics (Coaches)
 4. Is this a grant? ☐ Yes ☐ No
If yes, MAX amount: \$ _____
NAME OF GRANT: _____
Grant Coordinator Approval: _____
 5. Check one: ☐ new position ☐ continuation (no break) ☐ rehire after expiration of contract
☐ replacement for (name of person): _____
 6. Rationale for appointment _____

Signatures (signature denotes verification and approval):

| | |
|----------------------------------|-------------|
| Requester/Budget Manager: _____ | DATE: _____ |
| Area Vice President: _____ | DATE: _____ |
| Chief Financial Officer: _____ | DATE: _____ |
| Director, Human Resources: _____ | DATE: _____ |



**Instructions for completing Contract Employee form
And the Terms and conditions for Standard Contract Form**

Contract Employee Form: The areas highlighted in yellow should be filled out with the information of the Contract Employee and the areas highlighted in blue should be filled out with the information of the Worcester State University contract manager. Once the contract is complete (contractor information, contract manager information, description of the work being performed including contract rates and all other pertinent information, and start and end dates), it should be sent to the contract employee for his/her signature.

If the contract is for Academic Affairs, it should be signed by the Vice President of Academic Affairs. If the contract is for Graduate and Continuing Education, it should be signed by the AVP for continuing Education. Once all signatures are in place, the contract and all supporting documents should be sent to Human Resources.

Terms and Conditions Form: The contract employee should complete all the information on the second page, including a valid signature.

COMMONWEALTH OF MASSACHUSETTS ~ CONTRACT EMPLOYEE FORM



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 \(OSD\)](#) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under [Guidance For Vendors - Forms](#) or www.mass.gov/osd under [OSD Forms](#).

| | | | |
|---|-------------|--|--|
| CONTRACTOR LEGAL NAME: (and d/b/a): | | COMMONWEALTH DEPARTMENT NAME: Worcester State University MMARS Department Code: | |
| Legal Address: (W-9, W-4,T&C): | | Business Mailing Address: 486 Chandler Street, Worcester, MA 01602 | |
| Contract Manager: | | Billing Address (if different): | |
| E-Mail: | | Contract Manager: | |
| Phone: | Fax: | E-Mail: | |
| Contractor Vendor Code: | | Phone: Fax: | |
| Vendor Code Address ID (e.g. "AD001"): AD ____ (Note: The Address ID must be set up for EFT payments.) | | MMARS Doc ID(s): RFR/Procurement or Other ID Number: | |
| <div style="text-align: center;"> <input checked="" type="checkbox"/> NEW CONTRACT </div> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input checked="" type="checkbox"/> Contract Employee (Attach Employment Status Form , scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget) | | <div style="text-align: center;"> <input type="checkbox"/> CONTRACT AMENDMENT </div> Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20__. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget) | |
| The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input type="checkbox"/> Commonwealth Terms and Conditions <input checked="" type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services | | | |
| COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input checked="" type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ _____. | | | |
| PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: __agree to standard 45 day cycle __ statutory/legal or Ready Payments (G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy .) | | | |
| BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) | | | |
| ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 2. may be incurred as of ____, 20__, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 3. were incurred as of ____, 20__, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations. | | | |
| CONTRACT END DATE: Contract performance shall terminate as of ____, 20__, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments. | | | |
| CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract. | | | |
| AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____ | | AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____ | |



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the **Full Legal Name** of the Contractor's business as it appears on the Contractor's [W-9](#) or [W-4 Form](#) (Contract Employees only) and the applicable [Commonwealth Terms and Conditions](#). If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's [W-9](#) or [W-4 Form](#) (Contract Employees only) and the applicable [Commonwealth Terms and Conditions](#), which must match the legal address on the 10991 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on [COMMBUYS](#), the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the [MMARS Vendor Code](#) assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the [Vendor File and W-9s Policy](#) for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the [Bill Paying](#) and [Vendor File and W-9](#) policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the [three \(3\) letter MMARS Code](#) assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department 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 address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section **ONLY** if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See [State Finance Law and General Requirements](#), [Acquisition Policy and Fixed Assets](#), the [Commodities and Services Policy](#) and the [Procurement Information Center \(Department Contract Guidance\)](#) for details.

Statewide Contract (OSD or an OSD-designated Department): Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under [815 CMR 2.00](#) and [State Grants and Federal Subgrants Policy](#), Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an [Individual Contractor](#), and when the planned Contract performance with an Individual has been classified using the [Employment Status Form](#) (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See [Amendments, Suspensions, and Termination Policy](#)."

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which [Commonwealth Terms and Conditions](#) the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See [Vendor File and W-9s Policy](#).

COMPENSATION



COMMONWEALTH TERMS AND CONDITIONS

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: _____

Title: _____

Date: _____

(Check One): _____ Organization _____ Individual

Full Legal Organization or Individual Name: _____

Doing Business As: Name (If Different): _____

Tax Identification Number: _____

Address: _____

Telephone: _____ FAX: _____

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.

Form W-4 (2015)

Purpose. Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Consider completing a new Form W-4 each year and when your personal or financial situation changes.

Exemption from withholding. If you are exempt, complete **only** lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2015 expires February 16, 2016. See Pub. 505, Tax Withholding and Estimated Tax.

Note. If another person can claim you as a dependent on his or her tax return, you cannot claim exemption from withholding if your income exceeds \$1,050 and includes more than \$350 of unearned income (for example, interest and dividends).

Exceptions. An employee may be able to claim exemption from withholding even if the employee is a dependent, if the employee:

- Is age 65 or older,
- Is blind, or
- Will claim adjustments to income; tax credits; or itemized deductions, on his or her tax return.

The exceptions do not apply to supplemental wages greater than \$1,000,000.

Basic instructions. If you are not exempt, complete the **Personal Allowances Worksheet** below. The worksheets on page 2 further adjust your withholding allowances based on itemized deductions, certain credits, adjustments to income, or two-earners/multiple jobs situations.

Complete all worksheets that apply. However, you may claim fewer (or zero) allowances. For regular wages, withholding must be based on allowances you claimed and may not be a flat amount or percentage of wages.

Head of household. Generally, you can claim head of household filing status on your tax return only if you are unmarried and pay more than 50% of the costs of keeping up a home for yourself and your dependent(s) or other qualifying individuals. See Pub. 501, Exemptions, Standard Deduction, and Filing Information, for information.

Tax credits. You can take projected tax credits into account in figuring your allowable number of withholding allowances. Credits for child or dependent care expenses and the child tax credit may be claimed using the **Personal Allowances Worksheet** below. See Pub. 505 for information on converting your other credits into withholding allowances.

Nonwage income. If you have a large amount of nonwage income, such as interest or dividends, consider making estimated tax payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you may owe additional tax. If you have pension or annuity income, see Pub. 505 to find out if you should adjust your withholding on Form W-4 or W-4P.

Two earners or multiple jobs. If you have a working spouse or more than one job, figure the total number of allowances you are entitled to claim on all jobs using worksheets from only one Form W-4. Your withholding usually will be most accurate when all allowances are claimed on the Form W-4 for the highest paying job and zero allowances are claimed on the others. See Pub. 505 for details.

Nonresident alien. If you are a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

Check your withholding. After your Form W-4 takes effect, use Pub. 505 to see how the amount you are having withheld compares to your projected total tax for 2015. See Pub. 505, especially if your earnings exceed \$130,000 (Single) or \$180,000 (Married).

Future developments. Information about any future developments affecting Form W-4 (such as legislation enacted after we release it) will be posted at www.irs.gov/w4.

Personal Allowances Worksheet (Keep for your records.)

| | | | | | | |
|--|--|--|---|--|---|----------------|
| A | Enter "1" for yourself if no one else can claim you as a dependent | A _____ | | | | |
| B | Enter "1" if: <table><tr><td>• You are single and have only one job; or</td><td rowspan="3">}</td></tr><tr><td>• You are married, have only one job, and your spouse does not work; or</td></tr><tr><td>• Your wages from a second job or your spouse's wages (or the total of both) are \$1,500 or less.</td></tr></table> | • You are single and have only one job; or | } | • You are married, have only one job, and your spouse does not work; or | • Your wages from a second job or your spouse's wages (or the total of both) are \$1,500 or less. | B _____ |
| • You are single and have only one job; or | } | | | | | |
| • You are married, have only one job, and your spouse does not work; or | | | | | | |
| • Your wages from a second job or your spouse's wages (or the total of both) are \$1,500 or less. | | | | | | |
| C | Enter "1" for your spouse . But, you may choose to enter "-0-" if you are married and have either a working spouse or more than one job. (Entering "-0-" may help you avoid having too little tax withheld.) | C _____ | | | | |
| D | Enter number of dependents (other than your spouse or yourself) you will claim on your tax return | D _____ | | | | |
| E | Enter "1" if you will file as head of household on your tax return (see conditions under Head of household above) | E _____ | | | | |
| F | Enter "1" if you have at least \$2,000 of child or dependent care expenses for which you plan to claim a credit | F _____ | | | | |
| G | Child Tax Credit (including additional child tax credit). See Pub. 972, Child Tax Credit, for more information. • If your total income will be less than \$65,000 (\$100,000 if married), enter "2" for each eligible child; then less "1" if you have two to four eligible children or less "2" if you have five or more eligible children. • If your total income will be between \$65,000 and \$84,000 (\$100,000 and \$119,000 if married), enter "1" for each eligible child | G _____ | | | | |
| H | Add lines A through G and enter total here. (Note. This may be different from the number of exemptions you claim on your tax return.) ► | H _____ | | | | |
| For accuracy, complete all worksheets that apply. <table><tr><td>• If you plan to itemize or claim adjustments to income and want to reduce your withholding, see the Deductions and Adjustments Worksheet on page 2.</td></tr><tr><td>• If you are single and have more than one job or are married and you and your spouse both work and the combined earnings from all jobs exceed \$50,000 (\$20,000 if married), see the Two-Earners/Multiple Jobs Worksheet on page 2 to avoid having too little tax withheld.</td></tr><tr><td>• If neither of the above situations applies, stop here and enter the number from line H on line 5 of Form W-4 below.</td></tr></table> | | | • If you plan to itemize or claim adjustments to income and want to reduce your withholding, see the Deductions and Adjustments Worksheet on page 2. | • If you are single and have more than one job or are married and you and your spouse both work and the combined earnings from all jobs exceed \$50,000 (\$20,000 if married), see the Two-Earners/Multiple Jobs Worksheet on page 2 to avoid having too little tax withheld. | • If neither of the above situations applies, stop here and enter the number from line H on line 5 of Form W-4 below. | |
| • If you plan to itemize or claim adjustments to income and want to reduce your withholding, see the Deductions and Adjustments Worksheet on page 2. | | | | | | |
| • If you are single and have more than one job or are married and you and your spouse both work and the combined earnings from all jobs exceed \$50,000 (\$20,000 if married), see the Two-Earners/Multiple Jobs Worksheet on page 2 to avoid having too little tax withheld. | | | | | | |
| • If neither of the above situations applies, stop here and enter the number from line H on line 5 of Form W-4 below. | | | | | | |

----- Separate here and give Form W-4 to your employer. Keep the top part for your records. -----

| | | | | |
|--|--|--|--|--|
| Form W-4 Department of the Treasury Internal Revenue Service | | Employee's Withholding Allowance Certificate | | OMB No. 1545-0074 |
| ► Whether you are entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS. | | 2015 | | |
| 1 Your first name and middle initial | | Last name | | 2 Your social security number |
| Home address (number and street or rural route) | | 3 <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Married, but withhold at higher Single rate. Note. If married, but legally separated, or spouse is a nonresident alien, check the "Single" box. | | |
| City or town, state, and ZIP code | | 4 If your last name differs from that shown on your social security card, check here. You must call 1-800-772-1213 for a replacement card. ► <input type="checkbox"/> | | |
| 5 Total number of allowances you are claiming (from line H above or from the applicable worksheet on page 2) | | 5 | | |
| 6 Additional amount, if any, you want withheld from each paycheck | | 6 | | \$ |
| 7 I claim exemption from withholding for 2015, and I certify that I meet both of the following conditions for exemption. • Last year I had a right to a refund of all federal income tax withheld because I had no tax liability, and • This year I expect a refund of all federal income tax withheld because I expect to have no tax liability. If you meet both conditions, write "Exempt" here ► | | 7 | | |
| Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, it is true, correct, and complete. | | | | |
| Employee's signature (This form is not valid unless you sign it.) ► | | | | |
| 8 Employer's name and address (Employer: Complete lines 8 and 10 only if sending to the IRS.) | | 9 Office code (optional) | | 10 Employer identification number (EIN) |

Deductions and Adjustments Worksheet**Note.** Use this worksheet *only* if you plan to itemize deductions or claim certain credits or adjustments to income.

| | | | | |
|-----------|---|-----------|----|-------|
| 1 | Enter an estimate of your 2015 itemized deductions. These include qualifying home mortgage interest, charitable contributions, state and local taxes, medical expenses in excess of 10% (7.5% if either you or your spouse was born before January 2, 1951) of your income, and miscellaneous deductions. For 2015, you may have to reduce your itemized deductions if your income is over \$309,900 and you are married filing jointly or are a qualifying widow(er); \$284,050 if you are head of household; \$258,250 if you are single and not head of household or a qualifying widow(er); or \$154,950 if you are married filing separately. See Pub. 505 for details | 1 | \$ | _____ |
| 2 | Enter: $\left\{ \begin{array}{l} \$12,600 \text{ if married filing jointly or qualifying widow(er)} \\ \$9,250 \text{ if head of household} \\ \$6,300 \text{ if single or married filing separately} \end{array} \right\}$ | 2 | \$ | _____ |
| 3 | Subtract line 2 from line 1. If zero or less, enter "-0-" | 3 | \$ | _____ |
| 4 | Enter an estimate of your 2015 adjustments to income and any additional standard deduction (see Pub. 505) | 4 | \$ | _____ |
| 5 | Add lines 3 and 4 and enter the total. (Include any amount for credits from the <i>Converting Credits to Withholding Allowances for 2015 Form W-4</i> worksheet in Pub. 505.) | 5 | \$ | _____ |
| 6 | Enter an estimate of your 2015 nonwage income (such as dividends or interest) | 6 | \$ | _____ |
| 7 | Subtract line 6 from line 5. If zero or less, enter "-0-" | 7 | \$ | _____ |
| 8 | Divide the amount on line 7 by \$4,000 and enter the result here. Drop any fraction | 8 | | _____ |
| 9 | Enter the number from the Personal Allowances Worksheet , line H, page 1 | 9 | | _____ |
| 10 | Add lines 8 and 9 and enter the total here. If you plan to use the Two-Earners/Multiple Jobs Worksheet , also enter this total on line 1 below. Otherwise, stop here and enter this total on Form W-4, line 5, page 1 | 10 | | _____ |

Two-Earners/Multiple Jobs Worksheet (See *Two earners or multiple jobs* on page 1.)**Note.** Use this worksheet *only* if the instructions under line H on page 1 direct you here.

| | | | |
|--|---|----------|----------|
| 1 | Enter the number from line H, page 1 (or from line 10 above if you used the Deductions and Adjustments Worksheet) | 1 | _____ |
| 2 | Find the number in Table 1 below that applies to the LOWEST paying job and enter it here. However , if you are married filing jointly and wages from the highest paying job are \$65,000 or less, do not enter more than "3" | 2 | _____ |
| 3 | If line 1 is more than or equal to line 2, subtract line 2 from line 1. Enter the result here (if zero, enter "-0-") and on Form W-4, line 5, page 1. Do not use the rest of this worksheet | 3 | _____ |
| Note. If line 1 is less than line 2, enter "-0-" on Form W-4, line 5, page 1. Complete lines 4 through 9 below to figure the additional withholding amount necessary to avoid a year-end tax bill. | | | |
| 4 | Enter the number from line 2 of this worksheet | 4 | _____ |
| 5 | Enter the number from line 1 of this worksheet | 5 | _____ |
| 6 | Subtract line 5 from line 4 | 6 | _____ |
| 7 | Find the amount in Table 2 below that applies to the HIGHEST paying job and enter it here | 7 | \$ _____ |
| 8 | Multiply line 7 by line 6 and enter the result here. This is the additional annual withholding needed | 8 | \$ _____ |
| 9 | Divide line 8 by the number of pay periods remaining in 2015. For example, divide by 25 if you are paid every two weeks and you complete this form on a date in January when there are 25 pay periods remaining in 2015. Enter the result here and on Form W-4, line 6, page 1. This is the additional amount to be withheld from each paycheck | 9 | \$ _____ |

Table 1

| Married Filing Jointly | | All Others | |
|---|-----------------------|---|-----------------------|
| If wages from LOWEST paying job are— | Enter on line 2 above | If wages from LOWEST paying job are— | Enter on line 2 above |
| \$0 - \$6,000 | 0 | \$0 - \$8,000 | 0 |
| 6,001 - 13,000 | 1 | 8,001 - 17,000 | 1 |
| 13,001 - 24,000 | 2 | 17,001 - 26,000 | 2 |
| 24,001 - 26,000 | 3 | 26,001 - 34,000 | 3 |
| 26,001 - 34,000 | 4 | 34,001 - 44,000 | 4 |
| 34,001 - 44,000 | 5 | 44,001 - 75,000 | 5 |
| 44,001 - 50,000 | 6 | 75,001 - 85,000 | 6 |
| 50,001 - 65,000 | 7 | 85,001 - 110,000 | 7 |
| 65,001 - 75,000 | 8 | 110,001 - 125,000 | 8 |
| 75,001 - 80,000 | 9 | 125,001 - 140,000 | 9 |
| 80,001 - 100,000 | 10 | 140,001 and over | 10 |
| 100,001 - 115,000 | 11 | | |
| 115,001 - 130,000 | 12 | | |
| 130,001 - 140,000 | 13 | | |
| 140,001 - 150,000 | 14 | | |
| 150,001 and over | 15 | | |

Table 2

| Married Filing Jointly | | All Others | |
|--|-----------------------|--|-----------------------|
| If wages from HIGHEST paying job are— | Enter on line 7 above | If wages from HIGHEST paying job are— | Enter on line 7 above |
| \$0 - \$75,000 | \$600 | \$0 - \$38,000 | \$600 |
| 75,001 - 135,000 | 1,000 | 38,001 - 83,000 | 1,000 |
| 135,001 - 205,000 | 1,120 | 83,001 - 180,000 | 1,120 |
| 205,001 - 360,000 | 1,320 | 180,001 - 395,000 | 1,320 |
| 360,001 - 405,000 | 1,400 | 395,001 and over | 1,580 |
| 405,001 and over | 1,580 | | |

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. Internal Revenue Code sections 3402(f)(2) and 6109 and their regulations require you to provide this information; your employer uses it to determine your federal income tax withholding. Failure to provide a properly completed form will result in your being treated as a single person who claims no withholding allowances; providing fraudulent information may subject you to penalties. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation; to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws; and to the Department of Health and Human Services for use in the National Directory of New Hires. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Code section 6103.

The average time and expenses required to complete and file this form will vary depending on individual circumstances. For estimated averages, see the instructions for your income tax return.

If you have suggestions for making this form simpler, we would be happy to hear from you. See the instructions for your income tax return.