

By signing this agreement, you are agreeing to all of the terms and conditions set forth in the Standard Contract Form and Commonwealth Terms and Conditions documents. Please see <http://www.mass.gov/anf/budget-taxes-and-procurement/oversight-agencies/osd/osd-forms.html> for more information.*

INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

- **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](#). 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 Mailing Address:** Enter the Legal Address of the Contractor as it appears on the Contractor's [W-9](#).
- **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.
- **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 Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system. If individual contractor, the Social Security Number (SSN) must be entered.

COMPENSATION

- Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

- Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance and match the Contract with attachments. Identify settlements or other exceptions and attach more detailed justification and supporting documents. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

- The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals. Performance dates are subject to [G.L. c.4, § 9](#).

CONTRACT END DATE

- The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law. Performance dates are subject to [G.L. c.4, § 9](#)

RECORD KEEPING

- One ORIGINAL contract is required for QCC record-keeping purposes. Copies and/or faxes will not be a valid form of contract. One scanned copy of the contract will be sent to contractor for their records and the original will be kept for College files.

AFFIRMATIVE ACTION STATEMENT

- Quinsigamond Community College is an affirmative action/equal opportunity employer and does not discriminate on the basis of race, color, national origin, sex, disability, religion, age, veteran status, genetic information, gender identity and expression, or sexual orientation in its programs and activities as required by Title IX of the Educational Amendments of 1972, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Title VII of the Civil Rights Act of 1964, and other applicable statutes and college policies. The College prohibits sexual harassment, including sexual violence. Inquiries or complaints concerning discrimination, harassment, retaliation or sexual violence shall be referred to the College's Affirmative Action and/or Title IX Coordinator, the Massachusetts Commission Against Discrimination, the Equal Employment Opportunities Commission or the United States Department of Education's Office for Civil Rights.