



Date: April 30, 2018

To: Sarah Plowman
Regional Planner
City of Boston
Purchasing Department
One City Hall
Boston, MA 02210
Sarah.plowman@boston.gov

From: Joseph Bodio
LAN-TEL Communications, Inc.
1400 Providence Highway, Suite 3100
Norwood, MA 02062
781.551.8599 office

**Re: Price Proposal PSnet 3 Development & Management
Event ID BOSTN-EV00005292**

LAN-TEL is pleased to submit the attached price proposal for technical support services for the management and maintenance of the region's public safety network, PSnet from July 1, 2018 through June 30, 2019. Our price is based on the information, instruction and requirements presented by your office in the Request for Proposals for PSnet Development and Management dated April 2018.

LAN-TEL Communications, Inc.'s price for this fee for service is:

\$ 1,058,200.00

Our price proposal does not include hourly rates, estimated hours, deliverables, or payment schedule, as the RFP states:

*SECTION 6 – ACQUISITION METHOD TO BE USED FOR THIS CONTRACT
The acquisition method is fee-for-service. **There are no hourly rates associated with this contract.** The price of this contract is all-inclusive; no additional payments will be made for overtime or hours worked outside of normal business hours.*



Our response to Section 3 and Section 4 detail our Scope of Work and Deliverables to PSNEC and OEM.

The Payment Schedule is covered in:

SECTION 10 – SPECIAL PROCUREMENT AND CONTRACT CONDITIONS

Payments Rendered

The payment schedule for this project will be on a bi-weekly basis consistent with the Contractor's price proposal and as negotiated at the time a fee-for-service, fixed-price contract is signed. The Contractor must bill OEM by submitting an accurate invoice to OEM with attention to: the OEM Project Manager, Mayor's Office of Emergency Management, Boston City Hall, 1 City Hall Square, Boston, MA 02201. The invoices must describe the services and any deliverables provided during the invoice period. In no event shall payment be made in advance of the services provided, nor will additional payment be made for overtime or work performed outside of normal business hours.

If you have any questions, please call me at (781) 551-8599 or e-mail me at jbodio@lan-tel.com.

We look forward to reviewing our proposal with you and thank you again for your continued consideration of LAN-TEL Communications, Inc.

PROPOSAL CHECKLIST

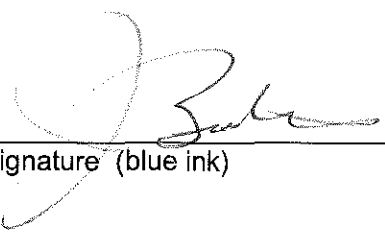
Proposals must be submitted in a sealed envelope with the RFP Title and the proposer's name and address clearly indicated on the envelopes. **It is mandatory that price proposals and non-price proposals be submitted separately.** Failure to submit separate proposals will result in rejection of the proposal. Included for the proposer's information is the City of Boston/County of Suffolk Standard Contract General Conditions (FORM CM 11); please review all terms and conditions.

Non-Price Proposal Envelope

- ☒ Proposal Signature Page (provided)
- ☒ Contractor Certifications (provided)
- ☒ If mailing, please submit one original and one electronic (thumb drive) of non-price proposal in a sealed envelope marked in the lower left corner with the words: "PSNET 3- Non-Price Proposal" and proposer name
- ☒ Form CM06 – Certificate of Authority: SIGNED COPY REQUIRED
- ☒ Form CM09 – Contractor Certification: SIGNED COPY REQUIRED
- ☒ CM Forms 15A/B – CORI Compliance, Standards: SIGNED COPY REQUIRED
- ☒ Form LW2 – Living Wage Agreement: SIGNED COPY REQUIRED
- ☒ Form LW8 – Vendors Living Wage Affidavit: SIGNED COPY REQUIRED
- ☒ Form CM16 – Wage Theft: SIGNED COPY REQUIRED

Price Proposal Envelope

- ☒ Price Proposal Page (provided)
- ☒ Detail of deliverables and payment schedule
- ☒ Detail of pay rates and estimated hours
- ☒ If mailing, please submit one price proposal and one electronic copy (thumb drive) in a sealed envelope marked in the lower left corner with the words: "PSNET 3- Price Proposal" and proposer name



Signature (blue ink)

PRICE PROPOSAL PAGE

Complete these pages and submit with any attachments in a separate sealed envelope from the non-price proposal.

Metro Boston Homeland Security Region PSNET 3

A. Instructions

The undersigned proposes to provide services to the Metro Boston Homeland Security Region in accordance with the response to its Request for Proposals (RFP). This is a fee-for-service contract.

For Section B, please submit a quote that encompasses all services, as defined in Sections 3 and 4, for the complete one-year duration of this contract. List all costs associated with your proposed deliverables.

Additionally, in Section C, assent that you will be providing the equipment procurement service and fill out one of the markup choices.

Please note:

- The total cost that is quoted in this proposal will be considered a best and final offer. You will bear the onus of any errors made in pricing the services (e.g., omitting a component of the services).
- Any taxes due will be assumed to be included in your price of services. The City of Boston is exempt from federal excise taxes (Federal Exemption No. A-108-328) and from Massachusetts sales and use taxes (Certificate No. E-046-001-380). Exemption certificates will be provided, if requested, following award.
- OEM reserves the right to contract with multiple entities to obtain the services it requires.
- The contract will be for one year with OEM's sole option to extend for a second and/or third year.

B. PSnet One-Year Price Proposal for All Services

As stated above in Section A, please review RFP Sections 3 and 4 and provide a quote that encompasses all services as defined in the Scope of Work and Project Requirements.

Payment schedule will be as follows:

- Payments will be made bi-weekly upon receipt of an invoice for deliverables and services performed during the two weeks prior.
- Total project cost will be divided into twenty-six (26) equal bi-weekly payments. No additional payments will be made for overtime or work performed outside of normal business hours.
- Additional separate invoicing should be submitted for network equipment and software procurement purchases, as needed.



C. Network Equipment and Software Procurement Service

As stated in Sections 3 and 4 of the RFP, the contractor will – under the direction of the PSnet Technical Committee – specify, order, receive, inspect, configure/provision, and install certain devices and software for the PSnet network and project activities.

The Contractor will act on behalf of OEM/MBHSR and will procure from purchasing contracts available to OEM/MBHSR (e.g., Mass. State contract, city contract, cooperative agreements, GSA, etc.).

OEM/MBHSR and the Contractor will sign a Mass DOR Contractor's Sales Tax Exempt Purchase Certificate (Form ST-5C) which will permit purchases made by the Contractor on behalf of OEM/MBHSR to be exempt from sales tax.

Procurements will be made at best government prices.

OEM/MBHSR reserves the right to direct the purchase of up to a maximum of \$500,000 in equipment and software. However, any amount up to the maximum may be directed for purchase, including \$0.

The contractor will be reimbursed for authorized purchases including shipping by the government contracted manufacturer or reseller to an approved location.

Please indicate by initialing one – and only one – markup price (price above the government price) below to indicate what the proposed markup will be, if any. The markup price will be considered a factor of the Price Proposal.

Markup of 0% 24/3

Markup of 2% _____

Markup of 4% _____



Price Proposal Signature Page

Signature (blue ink please)

Joseph Bodio

Printed Name

President/CEO

Title

April 30, 2018

Date

LAN-TEL Communications, Inc.

Company Name

1400 Providence Highway, Suite 3100

Street

Norwood, MA, 02062

City, State, Zip

jbodio@lan-tel.com

Email

781.551.8599

Phone

781.551.8667

Fax



Event Details

City of Boston Procurement

Event ID	Format	Type	Page
BOSTN-EV00005292	Sell	RFx	1
Event Round	Version		
1	1		
Event Name	PSnet 3 - PSnet Development & Management		
Start Time	Finish Time		
04/09/2018 12:00:00 EDT	04/30/2018 12:00:00 EDT		

Event Currency: US Dollar

Bids allowed in other currency: No

Bidder: Lan-Tel Communications Inc.
1400 Providence Highway, Building 3, Suite 3100
Norwood MA 02062
United States

Submit To: City of Boston
Purchasing Department
One City Hall
Room 808
Boston MA 02201
United States

Contact: Plowman, Sarah
Phone:
Email: sarah.plowman@boston.gov

Event Description

The Mayor's Office of Emergency Management (OEM) on behalf of the Metro Boston Homeland Security Region (MBHSR) is requesting proposals to contract with qualified a technical vendor to engineer, upgrade, maintain, repair, manage and monitor the Public Safety Network (PSnet) infrastructure system. In addition, the contractor may provide equipment and software acquisition services on behalf of OEM for the PSnet system. The MBHSR Communications Interoperability Subcommittee (CIS) has identified a critical need to continue the technical management and development of the existing private, secure, Boston regional PSnet infrastructure that provides interconnection, IP transport, and other backbone and key IT services to an increasing variety of public safety services, systems, and applications. For more details please see the RFP.

General Questions

1. Please review the below instructions for responding to this bid.

IF RESPONDING ONLINE THROUGH THE SUPPLIER PORTAL:

Please answer the questions asked in this bid event, including any file attachment uploads. Certain questions will require an answer in order to submit your response, while other questions are optional when they pertain to your company. Some questions require a specific answer which will be identified to you. You will be warned of disqualification if you answer with an unacceptable answer prior to submission.

Provide a price quote for all requested line items. In some cases, you may indicate that you are declining to bid on a certain line item by clicking the 'No Bid' checkbox.

After answering the questions and listing your price quotes, you may click the "Validate Entries" button to perform a check to determine if you've responded to all required elements of the bid response. When all required fields are complete and you are ready to submit your bid response to The City of Boston click the "Submit Bid" button. When you click "Submit Bid" it may take a moment for the system to process your bid response. Once it is successfully processed, you will receive a Bid Confirmation message confirming that your bid was submitted. You will also receive an e-mail confirming your bid submission. If you do not receive a Bid Confirmation screen and email, please review your bid and be sure you press the Submit Bid button. If you go back to make any edits to your bid, note that the "Save For Later" button will remove your bid from Submitted status so be sure to press the "Submit Bid" button after the edits are complete. Your bid will not be considered until it is officially submitted.

IF RESPONDING THROUGH A HARD-COPY PAPER PACKAGE:

Please answer all questions asked in this bid event, including inserting any requested file attachments. Certain questions require an answer in order to be considered a valid response.

Be sure to answer every question that is labeled with the phrase "RESPONSE REQUIRED: YES". Some questions may require a specific answer which will be identified to you. Those questions will be labeled as "MANDATORY RESPONSE REQUIRED: YES". Bid submissions must include the mandatory response to be eligible for award.

Provide a price quote for all requested line items. In some cases, you may indicate that you are declining to bid on a certain line item by clicking the 'No Bid' checkbox.

2. BID EVENT AND CONTRACT TERMS AND CONDITIONS

I confirm that I have read, fully understand, and agree to comply with all terms and conditions that are associated with this bid event and the eventual contract.

If responding electronically through the Supplier Portal, please click the "View Associated Terms" to access the Standard Contract General Conditions.

For vendors who submit paper-based responses, the Standard Contract General Conditions will be listed



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Bidder: Lan-Tel Communications Inc.
1400 Providence Highway, Building 3, Suite 3100
Norwood MA 02062
United States

Submit To: City of Boston
Purchasing Department
One City Hall
Room 808
Boston MA 02201
United States
Plowman, Sarah

Contact:
Phone:
Email: sarah.plowman@boston.gov

below.

Options: ☐ I Agree ☐ I Do Not Agree

Required: Yes Mandatory Response: Yes

Yes

Select One

☐ X

Associated Terms:

CITY OF BOSTON STANDARD CONTRACT GENERAL CONDITIONS

ARTICLE 1 -- DEFINITION OF TERMS:

- 1.1 The following terms in these Contract Documents shall be construed as follows:
- 1.1.1 "City" shall mean the City of Boston, Massachusetts.
- 1.1.2 "Contract" and "Contract Documents" shall include, in the following hierarchy of document precedence, as applicable: the City's Standard Contract Document; these Standard Contract General Conditions; the Invitations for Bids, Requests for Proposals, or other solicitations; the Contractor's responses including Contractor Certifications and Applications, excluding any language stricken by City as unacceptable and including any negotiated statements of work contemplated by the solicitation; and Performance Bonds, which documents are incorporated herein by reference.
- 1.1.3 "Contractor" shall mean the individual, partnership, corporation or other entity to which this Contract is awarded.
- 1.1.4 "Official" shall mean the awarding authority/officer acting on behalf of the City in the execution of the Contract.

ARTICLE 2 -- PERFORMANCE:

- 2.1 The Contractor shall conform to all determinations and directions, in accordance with provisions of this Contract, of the Official concerning all questions which may arise relating to the performance of services under this Contract.
- 2.2 The Contractor shall, upon written request of the Official, remove from City premises and replace all individuals in the Contractor's employ whom the Official determines to be disorderly, careless or incompetent or to be employed in violation of the terms of this Contract.
- 2.3 City is entitled to ownership and possession of all deliverables purchased or developed with Contract funds. All work papers, reports, questionnaires and other written materials prepared or collected by the Contractor in the course of completing the work to be performed under this Contract shall at all times be the exclusive property of the City. The Contractor shall not use such materials for any purposes other than the purpose of this Contract without the prior written consent of the Official. All Contractor proprietary rights shall be detailed in the Contract Documents.
- 2.4 Prior to beginning performance under this Contract, Contractor must receive a Purchase Order from City.

ARTICLE 3 -- ACCEPTANCE OF GOODS OR SERVICES:

- 3.1 Performance under this Contract shall include services rendered, obligations due, costs incurred, goods and deliverables provided and accepted by City. The City shall have a reasonable opportunity to inspect all goods and deliverables, services performed by, and work product of the Contractor, and accept or reject such goods, deliverables, services, or work product.

ARTICLE 4 -- TIME:

- 4.1 It is understood and agreed that Contractor's performance shall be timely and meet or exceed industry standards for the performance required.

ARTICLE 5 -- COMPENSATION:

- 5.1 The Contractor may, in the absence of a payment schedule, periodically submit to the Official invoices, itemizing goods, services, labor and expenses for which compensation is due and requesting payment for goods received or services rendered by the Contractor during the period covered by the invoice.
- 5.2 Thereupon the Official shall estimate the value of goods or services accepted by the City in



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Bids allowed in other currency: No

Bidder: Lan-Tel Communications Inc.
1400 Providence Highway, Building 3, Suite 3100
Norwood MA 02062
United States

Submit To: City of Boston
Purchasing Department
One City Hall
Room 808
Boston MA 02201
United States
Plowman, Sarah

Contact:
Phone:
Email: sarah.plowman@boston.gov

accordance with the specific terms and conditions of a Contract, and City shall pay to the Contractor such amount less sums retained under the provisions of Article 8 of these General Conditions.

5.3 The City shall pay in full and complete compensation for goods received and accepted and services performed and accepted under this Contract in an amount not to exceed the amount shown on the face of this Contract paid in accordance with the rate indicated or in accordance with a prescribed schedule.

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 City from all claims, liabilities or other obligations relating to the performance of a Contract.

5.4 In the event that this Contract provides for reimbursement by the City to the Contractor for travel or other expenses, the Contractor shall submit such proposed expenses to the Official for approval prior to the incurrence of such expenses, unless the Contract specifically provides otherwise, and all travel reimbursement shall be consistent with the City's Travel Policies and Procedures.

5.5 The Contractor shall furnish such information, estimate or vouchers relating to the goods or services or to documentation of labor or expenses as may be requested by the Official.

ARTICLE 6 -- RELATIONSHIP WITH THE CITY:

6.1 The Contractor is retained solely for the purposes of and to the extent set forth in this Contract. Contractor's relationship to the City during the term of this Contract shall be that of an independent Contractor. The Contractor shall have no capacity to involve the City in any contract nor to incur any liability on the part of the City. The Contractor, its agents or employees shall not be considered as having the status or pension rights of an employee; provided that the Contractor shall be considered an employee for the purpose of General Laws c. 268A (the Conflict of Interest Law). The City shall not be liable for any personal injury to or death of the Contractor, its agents or employees.

6.2 Unless all the terms and conditions for the delivery or provision of goods or services by the Contractor to the City specified by this Contract are expressly set forth in a writing incorporated herein by reference, such delivery of goods or services shall require written approval of or direction by the Official prior to the incurrence of any liability by the City. The City has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract.

6.3 All alterations or additions, material or otherwise, to the terms and conditions of this Contract must be in writing and signed by the Official and Contractor and filed with the City Auditor. The City's Standard Contract Document and Standard Contract General Conditions shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, including contract forms, purchase orders, or invoices of the Contractor.

6.4 Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

ARTICLE 7 -- ASSUMPTION OF LOSS AND LIABILITY:

7.1 The Contractor shall pay and be exclusively responsible for all debts for labor and material contracted for by Contractor for the rental of any appliance or equipment hired by Contractor and/or for any expense incurred on account of services to be performed under this Contract.

7.2 The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all goods and deliverables, until possession, ownership and full legal title to the goods and deliverables are transferred to and accepted by the City.

7.3 To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless, and assume the defense of the City, its officers, agents or employees, with counsel acceptable to City, which acceptance shall not be unreasonably withheld, from all liabilities, suits, claims, losses, and costs or any other damages against them or any of them arising from any act or omission of the Contractor, its agents, officers, employees, or subcontractors in any way connected with performance under this Contract.

ARTICLE 8 - REMEDIES OF THE CITY:

8.1 If the Contractor provides goods and/or services that do not comply with Contract specifications and requirements as reasonably determined by the Official, the Official may request that the Contractor refund services or provide substitute goods at no additional cost to the City until approved by the Official. If the Contractor shall fail to provide satisfactory goods or services, the Official, in the alternative, may make any reasonable purchase or Contract to purchase goods or services in substitution for those due from the Contractor. The City may deduct the cost of any substitute Contract or nonperformance of services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor. The City otherwise retains all rights and remedies at law or in equity.

8.2 If the damages sustained by the City as determined by the Official exceed sums due or to become due,



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One City Hall
Room 808
Boston MA 02201
United States

Contact: Plowman, Sarah

Phone:

Email: sarah.plowman@boston.gov

the Contractor shall pay the difference to the City upon demand.

8.3 The Contractor shall not be liable for any damages sustained by the City due to the Contractor's failure to furnish goods or services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including but not necessarily limited to a state of war, act of enemies, embargoes, expropriation or labor strike or any unanticipated federal, state, or municipal governmental regulation or order, provided that the Contractor has notified the Official in writing of such cause as soon as practicable.

8.4 The City may terminate this Contract for cause if the Contractor has breached any material term or condition and has not corrected the breach within a reasonable period of time after written notice from the City identifying the breach. This Contract may be terminated at any time for the convenience of the City at the option of the Official by delivering or mailing to the Contractor at the Contractor's business address a written notice of termination setting forth the date, not less than seven (7) days after the date of such delivery or mailing, when such termination shall be effective. In the event of such termination for convenience, the Contractor shall be compensated for services rendered to the effective date of said termination in accordance with the rates of compensation specified in this Contract. The parties agree that if City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

ARTICLE 9 -- REMEDIES OF CONTRACTOR:

9.1 If damages, other than loss on nonconforming services or on services not performed, are actually sustained by the Contractor due to any act or material omission for which the City is legally responsible, the City may allow a sum equal to the amount of such damages sustained by the Contractor as determined by the Official in writing, provided the Contractor shall have delivered to the Official a detailed written statement of such damages and cause thereof within thirty (30) days after the act or material omission by the City.

ARTICLE 10 - PROHIBITION AGAINST ASSIGNMENT:

10.1 The Contractor shall not assign, delegate, subcontract or in any way transfer any interest in this Contract without prior written consent of the Official.

ARTICLE 11 - COMPLIANCE WITH LAWS AND PUBLIC POLICY:

11.1 This Contract is made subject to all laws of the Commonwealth of Massachusetts. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

11.2 The Contractor shall provide, at its sole expense, all necessary licenses, permits or other authorizations required by the City, the Commonwealth of Massachusetts or any other governmental agency with proper jurisdiction.

11.3 The Contractor shall where applicable take out and maintain during the term of this Contract such Worker's Compensation insurance as may be reasonably necessary to protect the Contractor from claims under General Laws c. 152 (the Worker's Compensation Law). The Contractor shall at all times maintain professional, liability, and other appropriate insurance as required by the solicitation or as otherwise required by City, but in no event less than the amount and type of insurance coverage sufficient to cover the performance.

11.4 The Contractor agrees and shall require any subcontractor to agree not to discriminate in connection with the performance of work under the Contract against any employee or applicant for employment because of sex, race, color, sexual orientation, gender identity or expression, marital status, parental status, ex-offender status, prior psychiatric treatment, military status, religious creed, disability, national origin, ancestry, source of income, or age, unless based upon a legally permissible and bona fide occupational qualification. The Contractor agrees and shall require any subcontractor to agree to post in conspicuous places notices to be provided by the Massachusetts Commission Against Discrimination, setting forth provisions of the Fair Employment Practice Law of the Commonwealth.

11.5 The Contractor's attention is called to General Laws c. 268A (the Conflict of Interest Law). The Contractor shall not act in collusion with any City officer, agent, or employee, nor shall the Contractor make gifts regarding this Contract or any other matter in which the City has a direct and substantial interest.

11.6 The Contractor shall keep himself fully informed of all City Ordinances and Regulations, and State and Federal laws, which in any manner affect the work herein specified. The Contractor shall at all times observe and comply with said ordinances, regulations or laws, and shall defend, hold harmless, and indemnify the City, its officers, agents and employees against any claim or liability arising from or



Event Details (cont.)

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Submit To: City of Boston
Purchasing Department
One City Hall
Room 808
Boston MA 02201
United States

Contact: Plowman, Sarah

Phone:

Email: sarah.plowman@boston.gov

based on the violations of such ordinances, regulations or laws, caused by the negligent actions or omissions of the Contractor, its agents, or employees.

11.7 In furtherance of the Mayor's Executive Order "Minority and Women Business Enterprise Development" dated December 31, 1987 and the Ordinance entitled "Promoting Minority and Women Owned Business Enterprises in the City of Boston" (Ordinances of 1987, Chapter 14, as amended), it is understood and agreed by the Contractor, and the Contractor by the execution of this Contract so certifies, as follows:

(1) That the Contractor shall actively solicit bids for the subcontracting of goods and services from certified minority and women businesses; (2) That in reviewing substantially equal proposals the Contractor shall give additional consideration to the award of subcontracts to certified minority and women bidders.

11.8 The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the U.S. government, the Commonwealth of Massachusetts, or any of its subdivisions.

11.9 The Contractor certifies that neither it nor any of its subcontractors have been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c.149, c.151, or the Fair Labor Standards Act within three (3) years prior to the date of the Contract; or certifies that it has provided copies of any and all of the above to the Official prior to the date of the Contract and any required wage bond or insurance; and certifies that while the Contract is in effect, it will report any instance of the above to the Official within five (5) days of the Contractor's receipt. The Contractor agrees and shall require any subcontractor to post in conspicuous places notices to be provided by the City, informing employees of the protections of applicable local, state, and federal law.

11.10 Contractor agrees that they shall comply fully with all state and federal laws and regulations regarding human trafficking and forced labor. Failure to do so will be considered a breach of this Contract.

11.11 If applicable, the Contractor shall comply with the Massachusetts Prevailing Wage Law for public works projects, M.G.L. c.149, s.26-27H, which establishes minimum wage rates for workers on such projects.

The Contractor shall comply and shall cause its subcontractors to comply with M.G.L. c.149, s.27B, which requires that a true and accurate record be kept of all persons employed on a project for which the prevailing wage rates are required. The Contractor shall, and shall cause its subcontractors to, submit weekly copies of their weekly payroll records to the City, to the extent the Prevailing Wage Law is applicable.

ARTICLE 12 -- AVAILABLE APPROPRIATION:

12.1 This Contract and payments hereunder are subject to the availability of an appropriation therefor. Any oral or written representations, commitments, or assurances made by the Official or any other City representatives are not binding. Contractors should verify funding prior to beginning performance.

12.2 If the Contract is funded under a grant with the Federal Government, it is being executed without further appropriation pursuant to General Laws c. 44, s.53A.

12.3 When the amount of the City Auditor's certification of available funds is less than the face amount of the Contract, the City shall not be liable for any claims or requests for payment by the Contractor which would cause total claims or payments under this Contract to exceed the amount so certified.

12.4 Unless otherwise expressly provided in a writing incorporated herein by reference, the amount certified by the City Auditor as available funds under this Contract may be increased or decreased by the Official with the written approval of such change by the City Auditor. In the event of any decrease in the amount certified, the Contractor shall be compensated for services rendered to the effective date of such reduction, in accordance with the rates of compensation specified in this Contract.

ARTICLE 13 -- RELEASE OF CITY ON FINAL PAYMENT:

13.1 Acceptance by the Contractor of payment from the City for final services under this Contract shall be deemed to release forever the City from all claims and liabilities, except those which the Contractor notifies the Official in writing within six (6) months after such payment.

ARTICLE 14 -- PUBLIC RECORDS AND ACCESS:

14.1 The Contractor shall provide full access to records related to performance and compliance to the City for seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records



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Norwood MA 02062
United States

Submit To: City of Boston
Purchasing Department
One City Hall
Room 808
Boston MA 02201
United States

Contact: Plowman, Sarah
Phone:
Email: sarah.plowman@boston.gov

under 950 C.M.R. 32.00.

ARTICLE 15 -- STATE TAXATION CERTIFICATION:

15.1 Pursuant to M.G.L. c. 62C, s. 49A, the Contractor certifies under penalties of perjury, that to the best of Contractor's knowledge and belief, Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support. (NOTE: The Taxpayer Identification Number will be furnished to the Massachusetts Department of Revenue to determine compliance with the above-referenced law).

ARTICLE 16 -- MONIES OWED TO THE CITY:

16.1 Pursuant to M.G.L. c. 60, s. 93, the Contractor agrees that the Collector/Treasurer of the City of Boston may withhold from amounts owing and payable to the Contractor under this Contract any sums owed to any department or agency of the City of Boston which remain wholly or partially unpaid. This shall include but not be limited to unpaid taxes and assessments, police details, and any other fees and charges until such sums owed have been paid in full, and the Collector/Treasurer may apply any amount owing and payable to the Contractor to satisfy any monies owed to the City.

ARTICLE 17 -- BID COLLUSION:

17.1 The Contractor certifies under penalties of perjury that his/her bid or proposal has been made and submitted in good faith and without collusion, fraud, or unfair trade practice with any other person. As used in this article, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals. Any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

ARTICLE 18 -- FORUM AND CHOICE OF LAW:

18.1 Any actions arising out of this Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Boston, Massachusetts which shall have exclusive jurisdiction thereof.

3. BID SUBMISSION TERMS AND CONDITIONS

Before submitting any bids, the bidders shall fully inform themselves in regard to all conditions pertaining to the solicitation and all required terms and conditions for carrying out the contract. By filing a bid, the bidders do thereby represent that they have so informed themselves. This solicitation hereby expressly incorporates by reference any and all documents referred to therein, including without limitation the Advertisement, the Purchase Description and Specifications, the Evaluation Criteria, the City of Boston Standard Contract General Conditions, all other contractual terms and conditions applicable to the solicitation, and any addenda to the solicitation.

By submitting this response, the bidder certifies, under the pains and penalties of perjury, that it has submitted a response to this solicitation that is the bidder's offer to this solicitation. The City of Boston's Standard Contract General Conditions and all additional terms and conditions included in the solicitation and any addenda thereto shall be deemed accepted by the bidder and included as part of the final contract. The submitter attests that s/he is an agent of the bidder with authority to submit this bid on the bidder's behalf, and that s/he has read and assented to all of the solicitation terms.

The bidder certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

All responses and information submitted in response to this solicitation are subject to the Massachusetts Public Records Law, M.G.L., Chapter 66, Section 10, and to Chapter 4, Section 7, Subsection 26. Any statements in submitted responses that are inconsistent with these statutes shall be disregarded.

Bidders are solely responsible for obtaining all information distributed for this solicitation and it is each bidder's responsibility to check for any addenda or modifications to this solicitation. The City of



Event Details (cont.)

City of Boston Procurement

Event ID	Format	Type	Page
BOSTN-EV00005292	Sell	RFx	7
Event Round	Version		
1	1		
Event Name	PSnet 3 - PSnet Development & Management		
Start Time	Finish Time		
04/09/2018 12:00:00 EDT	04/30/2018 12:00:00 EDT		

Event Currency: US Dollar

Bids allowed in other currency: No

Bidder: Lan-Tel Communications Inc.
1400 Providence Highway, Building 3, Suite 3100
Norwood MA 02062
United States

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Boston accepts no responsibility and will provide no accommodation to bidders who submit a response based on an out-of-date solicitation or on information received from a source other than the City of Boston. It is the bidder's responsibility to keep the bidder's contact information current.

The City of Boston assumes no responsibility if a bidder's designated email address is not current, or if technical problems, including those with the bidder's computer, network or internet service provider (ISP), cause e-mail communications between the bidder and the City of Boston to be lost or rejected by any means including email or spam filtering.

Online bidders must, if notified of contract award and if requested by the City of Boston, submit any contract documents, or any documents submitted or included as part of the solicitation, on paper with original ink signatures unless otherwise specified, within ten (10) calendar days of such a request.

****Approved as to form by Corporation Counsel June 2012****

Do you agree to these bid submission terms and conditions?

Options: I Agree
I Do Not Agree

Required: Yes Mandatory Response: Yes

Yes

Select One

X

4. I certify under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Electronic responders on the Supplier Portal: Please type your name in the Response location below to certify.

Paper-based responders: Please sign your name in the Response box provided.

Required: Yes Mandatory Response: No

Response

Yes. Joseph H. Bodio

5. CITY OF BOSTON'S CORI POLICY COMPLIANCE

The City of Boston is subject to City of Boston Code, Chapter 4, section 7 (click the View Associated Terms link below to view), which is intended to ensure that persons and businesses supplying goods and/or services to the City of Boston deploy fair policies relating to the screening and identification of persons with criminal backgrounds through the Criminal Offender Record Information (CORI) system. Vendors entering into contracts with the City must affirm that their policies regarding CORI information are consistent with the standards set by the City of Boston.

Instructions for Responding to the CORI Compliance Bid Factor:

A vendor should not select option 1 unless it performs NO CORI checks on any applicant.

A vendor that selects option 2 certifies, under penalties of perjury, that its CORI policy is consistent with the standards set by the City of Boston (click the View Associated Terms link below to view). A vendor with a CORI policy that does not conform to the City of Boston standards must select option 3.

Vendors that select option 3 will not be permitted to enter into contracts with the City of Boston, absent a waiver, as provided in City of Boston Code, Chapter 4, section 7.4.



Event Details (cont.)

City of Boston Procurement

Event ID	Format	Type	Page
BOSTN-EV00005292	Sell	RFX	8
Event Round	Version		
1	1		
Event Name	PSnet 3 - PSnet Development & Management		
Start Time	Finish Time		
04/09/2018 12:00:00 EDT	04/30/2018 12:00:00 EDT		

Event Currency: US Dollar
Bids allowed in other currency: No

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Phone:
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All vendors must select one of the 3 options below as to its use of CORI checks, under penalties of perjury:

Select One

x

Options: CORI checks are not performed on any applicants.
CORI checks are consistent with City of Boston standards.
CORI checks are not consistent with City of Boston standards

Required: Yes Mandatory Response: No

Yes

Associated Terms:

CITY OF BOSTON CORI POLICY

By selecting option 2 of the CORI bid factor question, Vendor affirms that its CORI related policies, practices, and standards are consistent with the following City of Boston standards:

1. The Vendor does not conduct a CORI check on an Applicant unless a CORI check is required by law or the Vendor has made a good faith determination that the relevant position is of such sensitivity that a CORI report is warranted.
2. The Vendor reviews the qualifications of an Applicant and determines that an Applicant is otherwise qualified for the relevant position before the Vendor conducts a CORI check. The Vendor does not conduct a CORI check for an Applicant that is not otherwise qualified for a relevant position.
3. If the Vendor has been authorized by the MDCJIS to receive CORI reports consisting solely of conviction and case-pending information and the CORI report received by the Vendor contains other information (i.e. cases disposed favorably for the Applicant such as Not Guilty, Dismissal) then the Vendor informs the Applicant and provides the Applicant with a copy of MDCJIS' information for the Applicant to pursue correction.
4. When the Vendor receives a proper CORI report of an Applicant that contains only the CORI information that the Vendor is authorized to receive and the Vendor is inclined to question an applicant about their criminal history, or refuse, rescind, or revoke the offer of a position to an Applicant, then the Vendor complies with this section by, including, but not limited to, notifying the Applicant of the potential adverse employment action, providing the Applicant with a photocopy of the CORI report received by the Vendor, informing the Applicant of the specific parts of the CORI report that concern the Vendor, providing an opportunity for the Applicant to discuss the CORI report with the Vendor including an opportunity for the Applicant to present information rebutting the accuracy and/or relevance of the CORI report, reviewing any information and documentation received from the Applicant, and documenting all steps taken to comply with 803 CMR 2.17.
5. The Vendor makes final employment-related decisions based on all of the information available to the Vendor, including the seriousness of the crime(s), the relevance of the crime(s), the age of the crime(s), and the occurrences in the life of the Applicant since the crime(s). If the final decision of the Vendor is adverse to the Applicant and results in the refusal, rescission, or revocation of a position with the Vendor then the Vendor promptly notifies the Applicant of the decision and the specific reasons therefor. Nothing in these requirements modifies or affects a Vendor's obligation to comply with Massachusetts and federal laws regarding CORI.

APPROVED AS TO FORM BY CORPORATION COUNSEL JUNE 2014

City of Boston CORI Ordinance

4-7 CORI SCREENING BY VENDORS OF THE CITY OF BOSTON.

4-7.1 Purpose.

These sections are intended to ensure that the persons and businesses supplying goods and/or services to the City of Boston deploy fair policies relating to the screening and identification of persons with criminal backgrounds through the CORI system.

4-7.2 Definitions.



Event Details (cont.)

City of Boston Procurement

Event ID	Format	Type	Page
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Event Round	Version		
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Event Name			
PSnet 3 - PSnet Development & Management			
Start Time	Finish Time		
04/09/2018 12:00:00 EDT	04/30/2018 12:00:00 EDT		

Event Currency: US Dollar

Bids allowed in other currency: No

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Unless specifically indicated otherwise, these definitions shall apply and control in CBC 4-7.

Applicant means any current or prospective employee, licensee, or volunteer and includes all persons included in 803 CMR 2.03.

Awarding authority means any department, agency, or office of the City of Boston that purchases goods and/or services from a vendor.

CHSB means the Criminal History Systems Board defined in MGL c6 and 803CMR 2.00.

City means the City of Boston or department, agency, or office thereof.

Otherwise qualified means any applicant that meets all other criteria for a position or consideration for a position.

Vendor means any vendor, contractor, or supplier of goods and/or services to the City of Boston.

4-7.3 CORI-Related Standards of the City of Boston.

The City of Boston will do business only with vendors that have adopted and employ CORI-related policies, practices, and standards that are consistent with City standards.

The City of Boston employs CORI-related policies and practices that are fair to all persons involved and seeks to do business with vendors that have substantially similar policies and practices. The awarding authority shall review all vendors' CORI policies for consistency with City standards. The awarding authority shall consider all vendors' CORI standards as part of the criteria to be evaluated in the awarding of a contract and will consider a vendor's execution of the CORI standards to be evaluated among the performance criteria of a contract. The awarding authority shall consider any vendor's deviation from the CORI standards as grounds for rejection, rescission, revocation, or any other termination of the contract.

The CORI-related policies and practices of the City include, but are not limited to:

a. The City does not conduct a CORI check on an applicant unless a CORI check is required by law or the City has made a good faith determination that the relevant position is of such sensitivity that a CORI report is warranted.

b. The City reviews the qualifications of an applicant and determines that an applicant is otherwise qualified for the relevant position before the City conducts a CORI check. The City does not conduct a CORI check for an applicant that is not otherwise qualified for a relevant position.

c. If the City has been authorized by the CHSB to receive CORI reports consisting solely of conviction and case-pending information and the CORI report received by the City contains other information (i.e. cases disposed favorably for the applicant such as not guilty, dismissal) then the City informs the applicant and provides the applicant with a copy of CHSB's information for the applicant to pursue correction.

d. When the City receives a proper CORI report of an applicant that contains only the CORI information that the City is authorized to receive and the City is inclined to refuse, rescind, or revoke the offer of a position to an applicant then the City fully complies with 803 CMR 6.11 by, including, but not limited to, notifying the applicant of the potential adverse employment action, providing the applicant with a photocopy of the CORI report received by the City, informing the applicant of the specific parts of the CORI report that concern the City, providing an opportunity for the applicant to discuss the CORI report with the City including an opportunity for the applicant to present information rebutting the accuracy and/or relevance of the CORI report, reviewing any information and documentation received from the applicant, and documenting all steps taken to comply with 803 CMR 6.11.

e. The City makes final employment-related decisions based on all of the information available to the City, including the seriousness of the crime(s), the relevance of the crime(s), the number of crime(s), the age of the crime(s), and the occurrences in the life of the applicant since the crime(s). If the final decision of the City is adverse to the applicant and results in the refusal, rescission, or revocation of a position with the City then the City promptly notifies the applicant of the decision and the specific reason(s) therefor.

4-7.4 Waiver.

Under exigent circumstances, an awarding authority, by its highest ranking member, may grant a waiver of CBC 4-7.3 on a contract-by-contract basis and shall submit a written record of the waiver to the Office of Civil Rights and to the Boston City Council's Staff Director who shall provide a copy to each and every City Councillor. The written record shall include, but not be limited to, (a) a summary of the terms of the contract, (b) the details of the vendor's failure or refusal to conform with the City's CORI-related standards, and (c) a brief analysis of the exigency causing the grant of waiver.

No waiver may be considered perfected unless the awarding authority fully complies with the provisions of this sub-section.

4-7.5 Data Collection and Report.

Any awarding authority, vendor, applicant, or other interested party may contact the Office of Civil Rights to report any problems, concerns, or suggestions regarding the implementation, compliance, and impacts of these sections, and the Office of Civil Rights shall log every comment received with a summary



Event Details (cont.)

City of Boston Procurement

Event ID	Format	Type	Page
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Event Round	Version		
1	1		
Event Name			
PSnet 3 - PSnet Development & Management			
Start Time		Finish Time	
04/09/2018 12:00:00 EDT		04/30/2018 12:00:00 EDT	

Event Currency: US Dollar

Bids allowed in other currency: No

Bidder: Lan-Tel Communications Inc.
1400 Providence Highway, Building 3, Suite 3100
Norwood MA 02062
United States

Submit To: City of Boston
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Contact: Plowman, Sarah

Phone:
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of the comment and shall keep on file any written comments. Subsequent to logging any comment, the Office of Civil Rights may refer a complaint to the CHSB and shall notify the relevant awarding authority. The Office of Civil Rights shall prepare a written report including, but not limited to, a summary of the granted waivers, a summary of any feedback regarding CORI-related policies and/or practices, and any other information or analysis deemed noteworthy by the Director of the Office of Civil Rights. The Office of Civil Rights shall file the report with the Boston City Council via the Boston City Clerk every six (6) months from the implementation date of these sections.

4-7.6 Applicability.

If any provision of these sections imposes greater restrictions or obligations than those imposed by any other general law, special law, regulation, rule, ordinance, order, or policy then the provisions of these sections shall control.

4-7.7 Regulatory Authority.

The Office of Civil Rights shall have the authority to promulgate rules and regulations necessary to implement and enforce these sections and may promulgate a form of the affidavit.

4-7.8 Severability.

If any provision of these sections shall be held to be invalid by a court of competent jurisdiction, then such provision shall be considered separately and apart from the remaining provisions, which shall remain in full force and effect.

4-7.9 Implementation.

The provisions of these sections shall be effective on July 1, 2006.

6. EXCLUDED OR DEBARRED PARTIES CERTIFICATION

The City of Boston will not enter into a business relationship with persons or entities currently debarred or suspended from procurement by the federal or state government or the City of Boston.

I certify that the person(s) or entity(ies) responding to this procurement are not debarred, suspended, proposed for debarment, or otherwise declared ineligible from doing business with the federal or state government or the City of Boston, and that such person(s) or entity(ies) are not listed as debarred or excluded parties under the federal government's System for Award Management (www.sam.gov) or the Commonwealth of Massachusetts' Debarment lists (<http://www.mass.gov/anf/budget-taxes-and-procurement/procurement-info-and-res/conduct-a-procurement/procurement-considerations/vendor-debarment.html>).

Yes

Required: Yes Mandatory Response: No

7. Legal Form of Business Entity. The bidder/offeror/contractor responding to this Event is a/an:

Options:

- Individual
- Partnership
- Limited Liability Partnership (LLP)
- Corporation
- Limited Liability Company (LLC)
- Joint Venture
- Trust
- Other

Required: Yes Mandatory Response: No

Yes

Select One

X



Event Details (cont.)

City of Boston Procurement

Event ID	Format	Type	Page
BOSTN-EV00005292	Sell	RFx	11
Event Round	Version		
1	1		
Event Name	PSnet 3 - PSnet Development & Management		
Start Time	Finish Time		
04/09/2018 12:00:00 EDT	04/30/2018 12:00:00 EDT		

Event Currency: US Dollar
Bids allowed in other currency: No

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Phone:
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8. If responding electronically through the Supplier Portal, please upload your NON-PRICE Technical Proposal document here using the 'Enter File Attachment Response' hyperlink. Ensure that no pricing information is included in this file.

Vendors who submit paper-based responses should submit the NON-PRICE Proposal in a separate sealed envelope.

Failure to separate pricing information from technical proposal will result in rejection of the proposal.

Note: File uploads are limited to a 59-character file name length.

Required: Yes Mandatory Response: No

A file attachment is required to satisfy this question.
Your bid will need to be edited online to include attachment responses.

Yes

9. The Price Proposal must be submitted separately from the Technical Proposal according to statute. This is critically important. The evaluation team will complete its evaluation of the Technical Proposals prior to reviewing the Price Proposals.

Attachments containing price information, including the PRICE PROPOSAL, should only be attached to price Line 1 and not in the Event Header attachments section. By uploading your file to price Line 1, the information will remain sealed and separated from the technical proposals until that evaluation has been performed.

In the section labeled "Step 2: Enter Line Bid Responses", please enter the total bid amount under Line 1 and click the icon on the far right of the screen labeled "View/Add Question Comments and Attachments." There you will find the proper location to upload your PRICE PROPOSAL document.

10. The City of Boston offers its Vendors the ability to receive and sign contract documents electronically through the Supplier Portal. The contract becomes available to you and can be returned to the City of Boston through the use of your personal computer, eliminating travel to City offices or a shipping process. The only software needed to perform this function is the free downloadable Adobe Reader application.

If this bid results in a contract awarded to your company, would you like to sign the contract by applying an electronic signature through the Supplier Portal?

Options: Yes, I prefer electronic signatures
No, printed contract documents please
Not sure. I want more information about the process

Required: Yes Mandatory Response: No

Yes

Select One

X



Event Details (cont.)

City of Boston Procurement

Event ID	Format	Type	Page
BOSTN-EV00005292	Sell	RFX	12
Event Round	Version		
1	1		
Event Name			
PSnet 3 - PSnet Development & Management			
Start Time		Finish Time	
04/09/2018 12:00:00 EDT		04/30/2018 12:00:00 EDT	

Event Currency: US Dollar

Bids allowed in other currency: No

Bidder: Lan-Tel Communications Inc.
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Plowman, Sarah

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Event Details (cont.)

City of Boston Procurement

Event ID	Format	Type	Page
BOSTN-EV00005292	Sell	RFx	13
Event Round	Version		
1	1		
Event Name	PSnet 3 - PSnet Development & Management		
Start Time	Finish Time		
04/09/2018 12:00:00 EDT	04/30/2018 12:00:00 EDT		

Event Currency: US Dollar

Bids allowed in other currency: No

Bidder: Lan-Tel Communications Inc.
1400 Providence Highway, Building 3, Suite 3100
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Contact: Plowman, Sarah

Phone:
Email: sarah.plowman@boston.gov

Line Details

No Bid: ☐

Line: 1 Item ID: Line Qty: 1.00 UOM: Each
Required: No Reserve Price: No

Bid Qty: 1.00

Min/Max Qty: No min / No max

Description: Technical support services to the MBHSR for the management and maintenance of the region's public safety network, PSnet from July 1, 2018 - June 30, 2019

Question	Response
1. What is your bid price for this line?	\$ 1,058,200

Required: Yes Mandatory Response: No



Event Details (cont.)

City of Boston Procurement

Event ID	Format	Type	Page
BOSTN-EV000005292	Sell	RFx	14
Event Round	Version		
1	1		
Event Name			
PSnet 3 - PSnet Development & Management			
Start Time	Finish Time		
04/09/2018 12:00:00 EDT	04/30/2018 12:00:00 EDT		

Event Currency: US Dollar

Bids allowed in other currency: No

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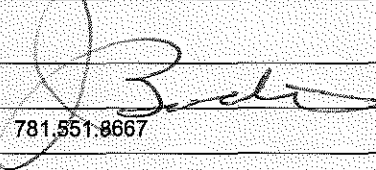
Submit To: City of Boston
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Room 808
Boston MA 02201
United States

Contact: Plowman, Sarah

Phone:

Email: sarah.plowman@boston.gov

Bidder Information

Firm Name:	LAN-TEL Communications, Inc.		
Name:	Joseph H. Bodio	Signature:	
Phone #:	781.551.8599	Fax #:	781.551.8667
Street Address:	1400 Providence Highway, Suite 3100		
City & State:	Norwood, MA	Zip Code:	02062
Email:	jbodio@lan-tel.com	Tax Identification Nbr:	04-3141040



Event Details (cont.)

City of Boston Procurement

Event ID	Format	Type	Page
BOSTN-EV00005292	Sell	RFx	15
Event Round	Version		
1	1		
Event Name	PSnet 3 - PSnet Development & Management		
Start Time	Finish Time		
04/09/2018 12:00:00 EDT	04/30/2018 12:00:00 EDT		

Event Currency: US Dollar
Bids allowed in other currency: No

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Appendix A - Line Specifications

Line: 1 Item ID: Line Qty: 1 UOM: Each

Description: Technical support services to the MBHSR for the management and maintenance of the region's public safety network,
PSnet from July 1, 2018 - June 30, 2019

Item Specifications

Manufacturer:		
Mfg Item ID:		
Item Length:	0	Item Height: 0
Item Width:	0	Dimension UOM:
Item Volume:	0	Volume UOM:
Item Weight:	0	Weight UOM:
Item Size:		Item Color:

Shipping Information

Schedule:	1	Ship To:	Mayor's Office of Emergency Pr
Quantity:	1		Mayor's Office of Emergency Preparedness-Homeland Secur
Due Date:	05/05/2018		Boston City Hall -Room 204
Freight Terms:			One City Hall Plaza
Ship Via:	Federal Express		Boston MA 02201
			United States