

APPROVED AS ORIGINAL

SP 9/25/18



LAN-TEL Communications, Inc.
1400 Providence Highway
Suite 3100
Norwood, MA 02062
781.551.8599 Fax 781.551.8667
www.lan-tel.com

CITY OF BOSTON AUDITING DEPT.
ATTN: ACCOUNTS PAYABLE
ONE CITY HALL - ROOM M-4
BOSTON, MA 02201

INVOICE ID: 9918021
DRAW ID: 1
DATE: August 31, 2018

SALESPERSON:

CONTRACT ID: 18-0196-20
BOSTON FIRE DEPARTMENT CCTV-Au
LOCATION: 115 Southhampton St

CUSTOMER ID: COBOSAU
PO #: BOSTN-000069047
Terms: Net 0

Boston, MA

FOR WORK PERFORMED: INSTALL CAMERA, WORKSTATIONS & TV MONITOR AT BFD HQ PO # BOSTN-0 000690473

FLIR HD 30 X ZOOM CP 4221-301 PART # CP-6302-31-I	\$ 2,061.86
DLINK 8 PORT SW / 4 POE PART # 8E-GS110008	\$ 100.00
ALTRONIX 24 V POWER SUPPLIES PART # T2428175	\$ 50.00
50" WBOX MONITOR PART # MONITOR	\$ 812.50
4 OUTPUT WORK STATION FLIR PART # WS (2 QUANTITY @ \$ 2,337.50)	\$ 4,675.00
LABOR	\$ 2,106.00
TOTAL:	\$ 9,805.36

BILLING IN THE AMOUNT OF:

\$9,805.36

ATTN: ACCOUNTS PAYABLE

AMOUNT DUE THIS INVOICE

\$9,805.36

Credit Card Payments will incur fee of 3.5%
INTEREST @ 1.5% WILL BE CHARGED ON INVOICES OVER 60 DAYS.

0* *

2,061.86 +
100.00 +
50.00 +
812.50 +
4,675.00 +
2,106.00 +
9,805.36

U16-2.1 Cyber Security Target Hardening

OK
BJ
10/1/18

OK to pay
SP 9/25/18



City of Boston Purchase Order

Page: 1 of 2

City of Boston

Purchasing Department
One City Hall
Room 808
Boston MA 02201
United States

Dispatched		
Purchase Order	Date	Revision
BOSTN-0000690473	2018-05-01	
Payment Terms	Freight Terms	
Net 30	DES PPD	
Buyer		
Heger,Brian		

Vendor: 0000019146
Lan-Tel Communications Inc.
1400 Providence Highway, Building 3, Suite 3100
Norwood MA 02062
United States

Bill To: Auditing Department
One City Hall
Room M-4
Boston MA 02201
United States
Ship To: Fire Department Headquarters
115 Southamptn Street
Roxbury MA 02118
United States
Attention: See Detail Below

Tax Exempt? Y

State Tax Exempt ID: 04-6001380

Contract ID: 000000000000000000043933

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	FLIR HD 30 x Zoom CP 4221-301 Part # CP-6302-31-I	1.00	EA	2061.86 Attention: Captain Ryan McGovern	2061.86	06/01/2018
	55911-200-221100-504F-2306-2017-HLS17002	1.00				
2 - 1	Dlink 8 Port SW / 4 POE Part # 8E-GS110008	1.00	EA	100.00 Attention: Captain Ryan McGovern	100.00	06/01/2018
	55911-200-221100-504F-2306-2017-HLS17002	1.00				
3 - 1	ALTRONIX 24 v Power Supplies Part # T2428175	1.00	EA	50.00 Attention: Captain Ryan McGovern	50.00	06/01/2018
	55911-200-221100-504F-2306-2017-HLS17002	1.00				
4 - 1	50" WBOX Monitor Part # Monitor	1.00	EA	812.50 Attention: Captain Ryan McGovern	812.50	06/01/2018
	55911-200-221100-504F-2306-2017-HLS17002	1.00				
5 - 1	4 Output Work Station FLIR, Part # WS	2.00	EA	2337.50 Attention: Captain Ryan McGovern	4675.00	06/01/2018
	55911-200-221100-504F-2306-2017-HLS17002	2.00				



City of Boston Purchase Order

Page: 2 of 2

City of Boston

Purchasing Department
One City Hall
Room 808
Boston MA 02201
United States

Dispatched		
Purchase Order	Date	Revision
BOSTN-0000690473	2018-05-01	
Payment Terms	Freight Terms	
Net 30	DES PPD	
Buyer		
Heger,Brian		

Vendor: 0000019146
Lan-Tel Communications Inc.
1400 Providence Highway, Building 3, Suite 3100
Norwood MA 02062
United States

Bill To: Auditing Department
One City Hall
Room M-4
Boston MA 02201
United States
Ship To: Fire Department Headquarters
115 Southampton Street
Roxbury MA 02118
United States
Attention: See Detail Below

Tax Exempt? Y

State Tax Exempt ID: 04-6001380

Contract ID: 000000000000000000043933

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
6 - 1	Labor	1.00	EA	2106.00	2106.00	06/01/2018
				Attention: Captain Ryan McGovern		
55911-200-221100-504F-2306-2017-HLS17002		1.00				

Quoted By : Eric Johnson

Total PO Amount 9805.36

****The above Purchase Order number must be included on all invoices to ensure accurate and timely payment.****

Official Approvals

I certify that all records regarding this procurement are on file	Approved as to availability of appropriation	
Kevin Coyne	Sally Glora	10/5/2018
Department Head/Purchasing Agent/BPS Business Manager	City Auditor/BPS Business Manager	

This is not a valid purchase order without the above signatures.

CITY OF BOSTON
CONTRACTOR CERTIFICATION

To the Official, acting in the name and on behalf of the City of Boston

- A. The undersigned agrees to furnish all labor and materials and to perform all work required for:

State Contract 7AC64-Security,
Surveillance, Monitoring &
Access Control Systems

in accordance with the terms of the accompanying contract documents.

- B. The Contractor is a/an:

Massachusetts Corporation
(Individual-Partnership-Corporation-Joint Venture-Trust)

1. If the Contractor is a Partnership, state name and address of all partners:

2. If the Contractor is a Corporation, state the following:

Corporation is incorporated in the State of

MA

President is

Joseph H. Badio

Treasurer is

Joseph H. Badio

Place of business is

1400 Providence Highway
Suite 3100, Norwood, MA 02062
(City, State and Zip Code)

3. If the Contractor is a Joint Venture, state the name and business address of each person, firm or company that is party to the joint venture:

A copy of the joint venture agreement is on file at _____
and will be delivered to the Official on request.

4. If the Contractor is a Trust, state the name and address of all Trustees:

The trust document(s) are on file at _____,
and will be delivered to the Official on request.

5. If the business is conducted under any title other than the real name of the owner, state the time when, and place where, the certificate required by General Laws, c.110, §5, was filed:

6. The Taxpayer Identification Number* of the contractor (the number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941) is:

04-3141040

*If individual, use Social Security Number _____

7. City of Boston Ordinance, Chapter IV, § 4-8 requires City Contractors to safeguard unprotected pedestrians, cyclists, and motorcyclists by installing side under-ride guards, convex blind spot mirrors, cross-over mirrors, and appropriate warning signage on all large vehicles used within the City of Boston in connection with a City

Contract. Large vehicles are those with a gross weight exceeding 10,000 lbs., a trailer with an unladen mass exceeding 10,000 lbs., or a semi-trailer with a gross weight exceeding 26,000 lbs. Contractors are required to have such large vehicles inspected by the City prior to starting work on a City of Boston Contract. Additional details may be found at www.cityofboston.gov/procurement.

8. The undersigned 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.

Contractor: LAN-TEL COMMUNICATIONS, INC
By: [Signature]
(Sign Here)
Title: PRESIDENT / CEO
Business Address: 1400 PRUDENCE HIGHWAY
NORWOOD (Street) MA 02062
(City, State and Zip Code)

NOTE: This statement must bear the signature of the contractor.

If the Contractor is an individual doing business under a name other than his own name this statement must so state, giving the address of the individual.

If the Contractor is a partnership this statement must be signed by a general partner designated as such. If the Contractor is a corporation, trust or joint venture this statement must be signed by a duly authorized officer or agent of such corporation, trust or joint venture.

APPROVED AS TO FORM BY CORPORATION COUNSEL AUGUST 2015
THIS FORM IS VOID AND WITHOUT LEGAL EFFECT IF ALTERED IN ANY WAY

(PUB AUG 2015)

CM FORM 16

WAGE THEFT PREVENTION

The City of Boston has established requirements for City contracts in an effort to prevent wage theft. Prospective vendors must provide the following certifications or disclosures with their bids/proposals. Failure to provide the following shall result in rejection of the bid/proposal.

CERTIFICATION

The undersigned certifies under penalties of perjury that the vendor is in compliance with the provisions of the Executive Order titled "Establishing Requirements for City Contracts in an Effort to Prevent Wage Theft," as currently in effect. **All Vendors must certify the following:**

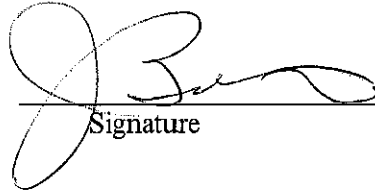
1. ☒ Neither this firm nor any subcontractor has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c149, c151, or the Fair Labor Standards Act within three (3) years prior to the date of this bid/proposal submission.
2. ☐ This firm, or a subcontractor of this firm, has 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. c149, c151, or the Fair Labor Standards Act within three (3) years prior to the date of this bid/proposal submission and such documentation is included in the bid/proposal submission.
3. Any federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c149, c151, or the Fair Labor Standards Act imposed while any bid/proposal is pending and, if awarded a contract, during the term of the contract, will be reported to the Official within five (5) days of receiving notice.
4. Vendors awarded a contract that have disclosed a federal or state criminal or civil judgment, administrative citation, final administrative determination, or order resulting from a violation of G.L. c149, c151, or the Fair Labor Standards Act within three (3) years prior to the date of this bid/proposal, or during the term of the contract and through the contract term shall furnish their monthly certified payrolls to the Official for all employees working on such contract and may be required to obtain a wage bond or other suitable insurance in an amount equal to the aggregate of one year's gross wages for all employees. Vendors subject to a state or

federal debarment for violation of the above laws or prohibited from contracting with the Commonwealth are prohibited from contracting with the City, and upon a finding or order of debarment or prohibition, the City may terminate the contract.

5. Notice provided by the City, informing employees of the protections of the Order and applicable local, state, and federal law will be posted in conspicuous places.

Joseph H. Bodio

(Typed or printed name of person signing
quotation, bid or proposal)



Signature

LAN-TEL Communications, Inc.

(Name of Business)

Instructions for Completing CM Form 16:

A vendor must check box 1 or box 2 as applicable and must sign this Form, certifying compliance with the requirements set out in this Form. This Form must be included with the bid or proposal, and for multi-year contracts must be completed annually on the contract anniversary.

Pursuant to the above mentioned Executive Order, vendors who have been awarded a contract with the City of Boston must post the Massachusetts Wage and Hour Laws notice informing employees of the protections of G.L. c. 149, c. 151, and the Fair Labor Standards Act in conspicuous places. This notice can be found at:

<http://www.mass.gov/ago/docs/workplace/wage/wagehourposter.pdf>

CM FORM 15A

CORI COMPLIANCE

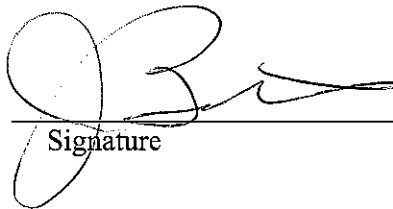
The City of Boston is subject to City of Boston Code, Chapter 4, section 7, which is intended to ensure that persons and businesses supplying goods and/or services to the City of Boston deploy fair policies relating to the screening and identification of person with criminal backgrounds through the CORI 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.

CERTIFICATION

The undersigned certifies under penalties of perjury that the vendor is in compliance with the provisions of City of Boston Code, Chapter 4, section 7, as currently in effect. **All Vendors must check one of the three lines below.**

1. ☐ CORI checks are not performed on any Applicants.
2. ☒ CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policy is consistent with the standards set forth on the attached CM Form 15B.
3. ☐ CORI checks are performed on some or all Applicants. The Vendor's CORI policy is not consistent with the standards set forth on the attached CM Form 15B (a copy of the Vendor's written CORI policy must accompany this form).

Joseph H. Bodio
(Typed or printed name of person signing
quotation, bid or proposal)


Signature

LAN-TEL Communications, Inc.
(Name of Business)

NOTE:

The Awarding Authority may grant a waiver of CBC 4-7.3 under exigent circumstance on a contract by contract basis.

Instructions for Completing CM Form 15B:

A Vendor should not check Line 1 unless it performs NO CORI checks on ANY applicant.
A Vendor who checks Lines 2 certifies that the Vendor's CORI policy conforms to the standards set forth in CM Form 15B. A Vendor with a CORI policy that does NOT conform to the standards set forth on CM Form 15B must check Line 3. Vendors who check Line 3 will not be permitted to enter into contracts with the City, absent a waiver, as provided for in CBC 4-7.4. For any waiver to be granted, a completed CM Form 15C must be completed by the awarding authority and attached hereto.

CM FORM 15B

CORI COMPLIANCE STANDARDS

By checking line 2 on the foregoing CM Form 15A, the Vendor affirms that its CORI-related policies, practices, and standards are consistent with the following 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 or federal laws regarding CORI.

APPROVED AS TO FORM BY CORPORATION COUNSEL JUNE 2014

(PUB June 2014)

CERTIFICATE OF AUTHORITY
(For Corporations Only)

05/17/2017

(Current Date)

At a meeting of the Directors of the LAN-TEL Communications, Inc.
(Name of Corporation)
duly called and held at 1400 Providence Highway, Suite 3100, Norwood, MA 02062
(Location of Meeting)
on the 17 day of May 2017 at which a quorum was present and acting,
it was VOTED, that Joseph H. Bodio
(Name)
the President/CEO of this corporation is hereby
(Position)
authorized and empowered to make, enter into, sign, seal and deliver in behalf of this corporation
a contract for FAC64: Security, Surveillance, Monitoring and Access Control Systems. 5/16/2017-5/31/2018
(Describe Service)

with the City of Boston, and a performance bond in connection with said contract.

I do hereby certify that the above is a true and correct copy of the record that said vote
has not been amended or repealed and is in full force and effect as of this date, and that

Joseph H. Bodio
(Name)
is the duly elected President/CEO of this
(Position)
corporation.

Attest:

(Affix Corporate Seal Here)

Kate Waldron
(Clerk) (Secretary) of the Corporation

APPROVED AS TO FORM BY CORPORATION COUNSEL FEBRUARY, 1998
THIS FORM IS VOID AND WITHOUT LEGAL EFFECT IF ALTERED IN ANY WAY



CITY OF BOSTON JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION • (617) 918-5236

VENDORS LIVING WAGE AFFIDAVIT

Any for-profit or any not-for-profit Vendor who employs at least 25 full-time equivalents (FTE) who has been awarded a Service Contract of \$25,000 or more from the City of Boston must comply with the provisions of the Boston Jobs And Living Wage Ordinance which requires any such Vendors to pay at least the **Living Wage which is \$14.23 per hour** to any employee who directly expends his or her time on the services set out in the contract. All Subcontractors whose subcontracts are at least \$25,000 are also required to pay the Living Wage.

If you are bidding on or negotiating a Service Contract that meets the above criteria, you should submit this Affidavit prior to the awarding of the contract. If you believe that you are exempt from the Living Wage Ordinance, complete Section 4: Exemption from Living Wage Ordinance, or if you are requesting a General Waiver, please complete Section 5: General Waiver Reason(s).

WARNING: No Service Contract will be executed until this Affidavit is completed, signed and submitted to the Contracting Department

IMPORTANT: Please print in ink or type all required information. Assistance in completing this Form may be obtained by calling or visiting, The Living Wage Administrator, The Living Wage Division of the Office Of Workforce Development, telephone: (617) 918-5236, facsimile: (617) 918-5299, or your Contracting Department.

Part 1: VENDOR INFORMATION:

Name of Vendor: LAN-TEL Communications, Inc.

Contact Person: Kate Waldron

Address 1400 Providence Highway, Suite 3100, Boston, MA 02062
Street City Zip

Telephone #: 781.352.4134 Fax #: 781.551.8667

E-Mail: kwaldron@lan-tel.com

Part 2: CONTRACT INFORMATION:

Name of the program or project under which the Contract or Subcontract is being awarded:
FAC64 Security, Surveillance, Monitoring and Access Control Systems 05/16/2017 to 50/31/2018

Contracting Department: Boston Police Department

Start Date of Contract: 05/16/2017 End Date of Contract: 05/31/2018

Length of Contract: ☒ 1 year ☐ 2 years ☐ 3 years ☐ Other: _____ (years)

PART 3: ADDITIONAL INFORMATION

Please answer the following questions regarding your company or organization:

1. Your company or organization is: *check one*:

☒

For Profit

☐

Not For Profit

2. Total number of "FTE" employees which you employ: 120

3. Total number of employees who will be assigned to work on the above-stated contract:
12

4. Do you anticipate hiring any additional employees to perform the work of the Service Contract?

☐

Yes

☒

No

If yes, how many additional F.T.E.s do you plan to hire? _____

PART 4: EXEMPTION FROM BOSTON JOBS AND LIVING WAGE ORDINANCE

Any Vendor who qualifies may request an Exemption from the provisions of the Boston Jobs And Living Wage Ordinance by completing the following:

I hereby request an Exemption from the Boston Jobs And Living Wage Ordinance for the following reason(s): Attach any pertinent documents to this Application to prove that you are exempt from the Boston Jobs And Living Wage Ordinance. Please check the appropriate box(es) below:

☐

The construction contract awarded by the City of Boston is subject to the state prevailing wage law; and

☐

Assistance or contracts awarded to youth programs, provided that the contract is for stipends to youth in the program. "Youth Program" means any city, state, or federally funded program which employs youth, as defined by city, state, or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part-time program; and

☐

Assistance or contracts awarded to work-study or cooperative educational programs, provided that the Assistance or contract is for stipends to students in the programs; and

☐

Assistance and contracts awarded to vendors who provide services to the City and are awarded to vendors who provide trainees a stipend or wage as part of a job training program and provides the trainees with additional services, which may include but are not limited to room and board, case management, and job readiness services, and provided further that the trainees do not replace current City funded positions.

Please give a full statement describing in detail the reasons you are exempt from the Boston Jobs And Living Wage Ordinance (attach additional sheets if necessary):

PART 5. GENERAL WAIVER REASON(S)

I hereby request a General Waiver from the Boston Jobs And Living Wage Ordinance. The application of the Boston Jobs And Living Wage Ordinance to my (check one):

☐
☐

Service Contract
Subcontract

violates the following state or federal statutory, regulatory or constitutional provision or provisions.

State the specific state or federal statutory, regulatory or constitutional provision or provisions, which makes compliance with the Boston Jobs And Living Wage Ordinance unlawful:

GENERAL WAIVER ATTACHMENTS:

Please attach a copy of the conflicting statutory, regulatory or constitutional provisions that makes compliance with this ordinance unlawful.

Please give a full statement describing in detail the reasons the specific state or federal statutory, regulatory or constitutional provision or provisions makes compliance with the Boston Jobs And Living Wage Ordinance unlawful (attach additional sheets if necessary):

PART 6: VENDOR AFFIDAVIT:

I Joseph H. Bodio a principal officer of the Covered Vendor certify and swear/affirm that the information provided on this **Vendors Living Wage Affidavit** is true and within my own personal knowledge and belief.

Signed under the pains and penalties of perjury.

SIGNATURE: 

DATE: 5/18/2017

PRINTED NAME: Joseph H. Bodio

TITLE: President/CEO



CITY OF BOSTON JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION • (617) 918-5236

COVERED VENDORS LIVING WAGE AGREEMENT

At the same time the City of Boston awards a Service Contract through a Bid, a Request for Proposal or an Unadvertised Contract, the Covered Vendor must complete this Form and submit it to the City, agreeing to the following conditions. In addition, any Subcontractor of the Covered Vendor shall complete this form and submit it to the City at the time the Subcontract is executed, also agreeing to the following conditions:

Part 1: Covered Vendor (or Subcontractor) Information:

Name of Vendor: LAN-TEL Communications, Inc

Local Contact Person: Kate Waldron

Address 1400 Providence Highway, Suite 3100, Norwood, MA 02062
Street City Zip

Telephone #: 781.352.4134 Fax #: 781-551-8667

E-Mail: kwaldron@lan-tel.com

Part 2: Name of the program or project under which the Contract or Subcontract is being awarded: FAC64 Security, Surveillance, Monitoring

and Access Control Systems, May 16, 2017 - May 31, 2018

Part 3: Workforce Profile of Covered Employees paid by the Service Contract or Subcontract:

A. List all Covered Employees' job titles with wage ranges (Use additional sheets of paper if necessary): Identify number of employees in each wage range.

JOB TITLE	< \$14.23 p/h	\$14.23 p/h- \$15.00 p/h	\$15.01 p/h- \$20.00 p/h	> \$20.01 p/h
Field Technicians				65
Field Apprentices - 4 & 5th year				10
Field Apprentices - 1-3 Year			13	

- B. Total number of Covered Employees: 88
- C. Number of Covered Employees who are Boston residents: 6
- D. Number of Covered Employees who are minorities: 5
- E. Number of Covered Employees who are women: 2

Part 4: Covered Vendor's Past Efforts and Future Goals *(Use additional sheets of paper if necessary in answering any of these questions):*

Describe your past efforts and future goals to hire low and moderate income Boston residents:

LAN-TEL is an IBEW Local 103 Union contractor and as such must draw its labor from the union pool in accordance with the collective bargaining contract. LAN-TEL will hire low and moderate income residents to the extent they are available in the Local 103 labor pool.

Describe your past efforts and future goals to train Covered Employees:

All of LAN-TEL's employees complete a 4-5 year apprenticeship training program and receive continuous on-the-job training.

Describe the potential for advancement and raises for Covered Employees:

Advancement and raises are dictated by the collective bargaining agreement and the ability of the individual employee.

What is the net increase and decrease in number of jobs or number of jobs maintained by classification that will result from the awarding of the Service Contract:

LAN-TEL will use employees from its existing work force for this contract.

Part 5: Service Contracts:

List all Service Subcontracts either awarded or that will be awarded to vendors with funds from the Service Contract:

<u>SUBCONTRACTOR</u>	<u>ADDRESS</u>	<u>AMOUNT OF SUBCONTRACT</u>
None		

NOTE: Any Covered Vendor awarded a Service Contract must notify the Contracting Department within three (3) working days of signing a Service Subcontract with a Vendor.

IMPORTANT: Please print in ink or type all required information. Assistance in completing this Form may be obtained by calling, The Living Wage Administrator, The Living Wage Division of the Office Of Workforce Development, telephone: (617) 918-5236 or your Contracting Department.

Part 6: The following statement must be completed and signed by an authorized owner, officer or manager of the Covered Vendor. The signature of an attorney representing the Covered Vendor is **not** sufficient:

I, (print or type) Joseph H. Bodio (Authorized Representative of the Covered Vendor) on behalf of (print or type) LAN-TEL Communications, Inc. (name of Covered Vendor) hereby state that the above-named, Covered Vendor is committed to pay all Covered Employees not less than the Living Wage, subject to adjustment each July 1, and to comply with the provisions of the Boston Jobs And Living Wage Ordinance.

I swear/affirm that the information which I am providing on behalf of Covered Vendor on this *Covered Vendor Agreement* is true and within my own personal knowledge. I understand that I am signing under the pains and penalties of perjury.


Signature

5/18/2017
Date

President/CEO
Position with Covered Vendor



**CITY OF BOSTON
CONTRACT AWARD SUMMARY**

CONTRACT ID: 0000000000000000000043933

Contract Details

Contractor Legal Name: Lan-Tel Communications Inc.	Not To Exceed Amt: \$ 500,000.00
Contractor Address: 1400 Providence Highway, Building 3, Suite 3100 Norwood, MA 02062	Department Name: ASD - Purchasing Division Department Head: Kevin P. Coyne
Brief Description/Scope of Services: State Contract # FAC64: Security, Surveillance, Monitoring and Access Control Systems. The terms and conditions of which are incorporated herein.	
Procurement Type: StateCon	Optional Renewal Periods: 0 Year(s)
Contract Begin Date: May 16, 2017	Contract End Date: May 31, 2018
Reason for Submitting Late:	

EVENT ID: No solicitation

Details

Date of Advertisement: N/A	Bid Submission Deadline: N/A
# of Responsive Bids Received: N/A	# of Non-Responsive Bids Received: N/A
Awarded to the Lowest Responsible and Responsive Bidder? N/A	
Do you certify that the cost of this contract is reasonable? Yes	
Do you certify that the contractor is qualified to fulfill this contract? Yes	
The justification for using an unadvertised bidding event/contract is: State Contract # FAC64: Security, Surveillance, Monitoring and Access Control Systems	
The reason why the contract is exempt or not subject to Chapter 30B competitive solicitation requirements is: State Contract # FAC64: Security, Surveillance, Monitoring and Access Control Systems	

Additional Information



**CITY OF BOSTON
STANDARD CONTRACT DOCUMENT**

Form CM10

CONTRACT ID: 000000000000000000043933

Parties

Contractor Legal Name: Lan-Tel Communications Inc. (and d/b/a):	City Department Name: ASD - Purchasing Division
Contractor Address: 1400 Providence Highway, Building 3, Suite 3100 Norwood, MA 02062	City Department Head: Kevin P. Coyne City Mailing Address: 1 City Hall Square, Rm. 808 Boston, MA 02201
Contractor Vendor ID: 0000019146	City Billing Address: Auditing Department One City Hall Room M-4 Boston, MA 02201

Contract Details

Description/Scope of Services: (Attach supporting documentation)	
State Contract # FAC64: Security, Surveillance, Monitoring and Access Control Systems. The terms and conditions of which are incorporated herein.	
Procurement Type:	Contract Version: 0.00
Begin Date: May 16, 2017	End Date: May 31, 2018
Rate: (Attach details of all rates, units, and charges)	Not To Exceed Amt: \$ 500,000.00

Contract Signatures

AUDITING	VENDOR/CONTRACTOR	AWARDING AUTHORITY/OFFICIAL
APPROVED AS TO THE AVAILABILITY OF AN APPROPRIATION OR PURSUANT TO ARTICLE 12 OF THE GENERAL CONDITIONS	AGREES TO PROVIDE THE GOODS OR SERVICES AS INDICATED IN ACCORDANCE WITH THE ASSOCIATED CONTRACT DOCUMENTS	IT IS MY BELIEF THAT THERE IS LITTLE OR NO RISK OF DEFAULT OR UNSATISFACTORY PERFORMANCE BY THE VENDOR/CONTRACTOR

SIGNATURE	SIGNATURE	SIGNATURE
APPROVED APPROPRIATION IN THE AMOUNT OF: \$ 500,000.00		



CITY OF BOSTON

STANDARD CONTRACT GENERAL CONDITIONS

Form CM11

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 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.

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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.

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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 refurnish 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, 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 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. c149, c151, 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 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.

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 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.

CERTIFICATE OF AUTHORITY
(For Corporations Only)

09/07/2017

(Current Date)

At a meeting of the Directors of the LAN-TEL Communications, Inc.
(Name of Corporation)
duly called and held at 1400 Providence Highway, Suite 3100, Norwood, MA 02062
(Location of Meeting)
on the 6 day of September 2017 at which a quorum was present and acting,
it was VOTED, that Joseph H. Bodio
(Name)
the President/CEO of this corporation is hereby
(Position)
authorized and empowered to make, enter into, sign, seal and deliver in behalf of this corporation
a contract for State Contract #FAC64
(Describe Service)

with the City of Boston, and a performance bond in connection with said contract.

I do hereby certify that the above is a true and correct copy of the record that said vote
has not been amended or repealed and is in full force and effect as of this date, and that

Joseph H. Bodio
(Name)
is the duly elected President/CEO of this
(Position)
corporation.

Attest:

(Affix Corporate Seal Here)

Kate Waldron
(Clerk) (Secretary) of the Corporation

APPROVED AS TO FORM BY CORPORATION COUNSEL FEBRUARY, 1998
THIS FORM IS VOID AND WITHOUT LEGAL EFFECT IF ALTERED IN ANY WAY



**CITY OF BOSTON
STANDARD CONTRACT AMENDMENT**

CONTRACT ID: 0000000000000000000043933

Original Contract Details

Contractor Legal Name: Lan-Tel Communications Inc. Contractor Vendor ID: 0000019146	City Department Name: ASD - Purchasing Division City Department Head: Kevin P. Coyne
Description/Scope of Services: State Contract # FAC64: Security, Surveillance, Monitoring and Access Control Systems. The terms and conditions of which are incorporated herein.	
Begin Date: May 16, 2017	Procurement Type:

Amendment Details

Amendment Number: 1	Amendment Version: 0.02
Reason for Amendment: Additional supplies needed.	
New Not To Exceed Amt: \$ 1,000,000.00	Previous Not To Exceed Amt: \$ 500,000.00
New End Date: May 31, 2018	Previous End Date: May 31, 2018
Scope of Services Changes: No service changes.	
Unit prices remain the same or less. All other terms & conditions of the contract shall remain in full force and effect.	

Contract Signatures

AUDITING	VENDOR/CONTRACTOR	AWARDING AUTHORITY/OFFICIAL
APPROVED AS TO THE AVAILABILITY OF AN APPROPRIATION OR PURSUANT TO ARTICLE 12 OF THE GENERAL CONDITIONS	AGREES TO PROVIDE THE GOODS OR SERVICES AS INDICATED IN ACCORDANCE WITH THE ASSOCIATED CONTRACT DOCUMENTS	THIS AMENDMENT IS NECESSARY TO FULFILL THE CITY'S NEEDS AND IS MORE ECONOMICAL AND PRACTICAL THAN AWARDED ANOTHER CONTRACT
SIGNATURE	SIGNATURE	SIGNATURE
APPROVED APPROPRIATION IN THE AMOUNT OF: \$ 500,000.00		



**CITY OF BOSTON
CONTRACT AWARD SUMMARY**

CONTRACT ID: 0000000000000000000043933

Contract Details

Contractor Legal Name: Lan-Tel Communications Inc.	Not To Exceed Amt: \$ 500,000.00
Contractor Address: 1400 Providence Highway, Building 3, Suite 3100 Norwood, MA 02062	Department Name: ASD - Purchasing Division Department Head: Kevin P. Coyne
Brief Description/Scope of Services: State Contract # FAC64: Security, Surveillance, Monitoring and Access Control Systems. The terms and conditions of which are incorporated herein.	
Procurement Type: StateCon	Optional Renewal Periods: 0 Year(s)
Contract Begin Date: May 16, 2017	Contract End Date: May 31, 2018
Reason for Submitting Late:	

EVENT ID: No solicitation

Details

Date of Advertisement: N/A	Bid Submission Deadline: N/A
# of Responsive Bids Received: N/A	# of Non-Responsive Bids Received: N/A
Awarded to the Lowest Responsible and Responsive Bidder? N/A	
Do you certify that the cost of this contract is reasonable? Yes	
Do you certify that the contractor is qualified to fulfill this contract? Yes	
The justification for using an unadvertised bidding event/contract is: State Contract # FAC64: Security, Surveillance, Monitoring and Access Control Systems	
The reason why the contract is exempt or not subject to Chapter 30B competitive solicitation requirements is: State Contract # FAC64: Security, Surveillance, Monitoring and Access Control Systems	

Additional Information



**CITY OF BOSTON
STANDARD CONTRACT DOCUMENT**

Form CM10

CONTRACT ID: 000000000000000000043933

Parties

Contractor Legal Name: Lan-Tel Communications Inc. (and d/b/a):	City Department Name: ASD - Purchasing Division
Contractor Address: 1400 Providence Highway, Building 3, Suite 3100 Norwood, MA 02062	City Department Head: Kevin P. Coyne City Mailing Address: 1 City Hall Square, Rm. 808 Boston, MA 02201
Contractor Vendor ID: 0000019146	City Billing Address: Auditing Department One City Hall Room M-4 Boston, MA 02201

Contract Details

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Procurement Type:	Contract Version: 0.00
Begin Date: May 16, 2017	End Date: May 31, 2018
Rate: (Attach details of all rates, units, and charges)	Not To Exceed Amt: \$ 500,000.00

Contract Signatures

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SIGNATURE	SIGNATURE	SIGNATURE
APPROVED APPROPRIATION IN THE AMOUNT OF: \$ 500,000.00		



CITY OF BOSTON

STANDARD CONTRACT GENERAL CONDITIONS

Form CM11

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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.

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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 refurnish 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, 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 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. c149, c151, 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 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.

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 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.

FAC64 Contract User Guide

How to Use the FAC64 Security, Surveillance, Monitoring and Access Control Systems Statewide Contract

Contract #: FAC64	Contract Duration: 06/01/2013 – 5/31/2018
MMARS #: FAC64*	Options to Renew: One option for 2-year renewal
Contract Manager:	Stephen Lyons – 617-720-3373 steve.lyons@state.ma.us
This contract contains:	Small Business Purchasing Program (SBPP), Prompt Payment Discounts (PPD), and Supplier Diversity Office (SDO) Contractors
UNSPSC:	46-17-00
Last change date:	May 12, 2017

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Contract Summary	Where to Obtain Contract Information
Compliance with Construction Law	How to Place an Order in COMMBUYS
Pricing	Contractor Requirements
Quoting	Contractors

Contract Summary

This contract covers the acquisition of Security Systems and Related Services to include, but not limited to, Video, Access Control, Integrated Video Management, Visitor Management, Locks, Alarms, Monitoring Services/Systems, Catalog Sales, Service, and Maintenance. There are three categories and one subcategory available:

Category	Category Name
1	Catalog Sales
2	Security Equipment, Systems, and Related Services
2A	Security Monitoring Services
3	Locks, Accessories, and Related Equipment

Who Can Use This Contract?

Applicable Procurement Law: MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00

Eligible Entities:

1. Cities, towns, districts, counties, and other political subdivisions;
2. Executive, Legislative, and Judicial branches, including all Departments and elected offices therein;
3. Independent public authorities, commissions, and quasi-public agencies;
4. Local public libraries, public school districts, and charter schools;
5. Public Hospitals owned by the Commonwealth;
6. Public institutions of high education;
7. Public purchasing cooperatives;
8. Non-profit, UFR-certified organizations that are doing business with the Commonwealth;
9. Other States and Territories with no prior approval by the State Purchasing Agent required; and
10. Other entities when designated in writing by the State Purchasing Agent.

Benefits and Cost Savings

- Competitive hourly wage rates
- Competitive discounts on equipment
- Prompt Payment Discounts
- Multiple Contractors in each category to allow additional savings through quoting

Compliance with Construction Law

Eligible Entities should consult their legal counsel for assistance determining whether installation work includes construction as defined by M.G.L. c.149 or M.G.L. c.30, §39M.

If installation of the system is deemed to include construction, the construction work done under this contract is limited to \$50,000 or less.

MGL Title XXI, Chapter 149, Section 27D

Section 27D: "Construction" and "constructed" defined

Section 27D. Wherever used in sections twenty-six to twenty-seven C, inclusive, the words "construction" and "constructed" as applied to public buildings and public works shall include additions to and alterations of public works, the installation of resilient flooring in, and the painting of, public buildings and public works; certain work done preliminary to the construction of public works, namely, soil explorations, test borings and demolition of structures incidental to site clearance and right of way clearance; and the demolition of any building or other structure ordered by a public authority for the preservation of public health or public safety.

<https://malegislature.gov/Laws/GeneralLaws/PartI/TitleXXI/Chapter149/Section27D>

Prevailing Wage

All work under Category 2 is subject to prevailing wage and work under Category 3 may or may not be subject to prevailing wage pursuant to M.G.L. c. 149, depending on the nature of the work. Eligible Entities that utilize this contract will be considered the "awarding authority". Eligible Entities must provide Contractors a copy of the current prevailing wage rates at the time of quote request. The awarding authority has the legal obligation to request a prevailing wage schedule from the Department of Labor Standards (DLS) at <http://www.mass.gov/lwd/labor-standards/prevailing-wage-program/> or by calling the DLS Prevailing Wage Program at 617-626-6975.

Contractors are responsible for complying with the Prevailing Wage law. The maximum rates at which Contractors may invoice for labor are specified in the cost tables attached to each Contractor's MBPO in COMMBUYS.

Prevailing Wage Schedules

Eligible Entities are responsible for requesting the latest prevailing wage schedule from the Department of Labor Standards (DLS). Contractors are **not** responsible for supplying a prevailing wage schedule and are **not** authorized to request the prevailing wage schedule on behalf of the Eligible Entity.

To begin your request for a prevailing wage schedule, or to learn more information about the prevailing wage, visit the DLS website: <http://www.mass.gov/lwd/labor-standards/prevailing-wage-program/>

Pricing

Equipment, Materials and Supplies

Pricing is based on a discount percentage off the current catalog/price list. The Commonwealth and Eligible Entities reserve the right to request a copy of the catalog or price list at any time. Contractors must post the current catalog/price list on their website dedicated to FAC64. The Discount percentage will be firm through the initial term of the contract. However, Contractors may increase the discount offered at any time by contacting the OSD Contract Manager. Additionally, Contractors may offer additional discounts to Eligible Entities on a case-by-case basis.

Price Files/Discount Rates

Price files are posted as attachments to each Contractor's Master Blanket Purchase Order (MBPO) on COMMBUYS. To view each Contractor's MBPO please follow the instructions for "[How to find FAC64 MBPOs in COMMBUYS](#)" on page 6 in this user guide. Additionally you may review the [Contractor Table](#) on pages 13 and 14 which has direct links to the public view of each Contractor's MBPO. "Public view" means you may access the MBPO without being logged into COMMBUYS. Contractor price files may be downloaded from the public view or from being logged into COMMBUYS.

Labor Rates

Contractors have provided hourly rates for non-prevailing wage positions and mark-ups over prevailing wage for prevailing wage positions. Mark-ups over prevailing wage are **ceiling mark-ups** and hourly rates are **ceiling rates**; both will remain firm for the initial term of the contract. Contractors may decrease mark-ups or hourly rates at any time by contacting the OSD Contract Manager. Additionally, Contractors may offer discounted rates to Eligible Entities on a case-by-case basis.

Note regarding locksmith work under Category 3: Per the Massachusetts Department of Labor Standards, when covered by the prevailing wage, locksmith work falls under the carpenter rate.

Referencing the Statewide Contract

In order to ensure that you receive all the benefits and savings associated with the statewide contract, **BUYERS SHOULD ALWAYS REFERENCE THE STATEWIDE CONTRACT AND DOCUMENT NUMBER FAC64** when opening an account and placing an order with a Contractor.

Quoting

Please review the [Example Quoting Scenarios](#) on the next page.

Multiple Quotes for Construction

Eligible Entities must solicit quotes from at least three (3) Contractors for any work that will involve construction. The minimum requirement is that Eligible Entities *contact* at least three (3) Contractors for quotes; you are not required to receive responses from all three (3) contacted Contractors. Please note specific requirements that apply, depending upon the scope of your bid, below.

When construction or construction-related services are less than \$10,000:

Buyer may select a Contractor based on sound business practices/best value.

When construction or construction-related services are between \$10,000 and \$50,000:

Buyer must receive two (2) written responses and must award to *lowest* responsible bidder.

Tip: Buyers should request that Contractors itemize their quotes so that the construction and/or construction-related services are isolated and easily identifiable.

Quotes NOT Including Construction

Buyer may select Contractor based on sound business practices/best value.

Labor vs. Parts and Material

When conducting quotes for a project that will involve construction/construction-related labor (Category 2 and sometimes Category 3) the parts and materials costs **do not** count against your \$10,000 or \$50,000 thresholds. Only the labor costs are counted against the thresholds.

Quotes for Catalog Sales in Category 1 or Category 3

Eligible Entities may review the price files for Contractors in Category 1 to determine the net cost of the equipment they are interested in. Checking a Contractor's price file will constitute as a quote for Category 1. Eligible Entities may also review price files for Category 3 when purchasing products/material only (no installation/construction service involved).

Many times Contractors are willing to offer additional discounts, so checking with each Contractor directly is strongly encouraged.

Example Quoting Scenarios [FAC64 category in brackets]

Example 1 – Catalog Sales [1 or 3] and Monitoring Services [2A]

You are an Eligible Entity soliciting quotes for catalog sale items in Category 1 or 3 or monitoring services from Category 2A and there is no construction/construction-related labor involved with your purchase.

STEPS:

1. Review Category 1, 2A, or 3 Contractor prices files by downloading them from their respective COMMBUYS MBPO and select the Contractor with the best discount/price.

OR

Request quotes from Contractors within Category 1, 2A, or 3.

Example 2 – Construction Projects under \$10,000 [2 or 3]

You are an Eligible Entity soliciting quotes for a Category 2 or 3 project involving labor costs that will be below \$10,000 in construction/construction-related labor.

STEPS:

1. **MANDATORY:** Request quotes from at least three (3) Contractors on FAC64 within the category.
2. Select a Contractor based on sound business practice/best value.

Example 3 – Construction Projects between \$10,000 and \$50,000 [2 or 3]

You are an Eligible Entity soliciting quotes for a Category 2 or 3 project involving labor costs that will be between \$10,000 and \$50,000 in construction/construction-related labor.

STEPS:

1. **MANDATORY:** Request quotes from at least three (3) Contractors on FAC64 within the category.
2. **MANDATORY:** Receive at least two (2) written responses from Contractors on FAC64 within the category.
3. **MANDATORY:** Award project to the Contractor with the lowest responsible response.

Example 3 – Construction Projects greater than \$50,000 [2 or 3]

You are an Eligible Entity soliciting quotes for a Category 2 or 3 project involving labor costs that will be greater than \$50,000 in construction/construction-related labor.

STEPS:

1. **MANDATORY:** Eligible Entity must go out to Public Bid and cannot use FAC64.

Where to Obtain Important Contract Information

Contract users may access FAC64 documents and information via [COMMBUYS](#). Each category has a COMMBUYS MBPO which contains contract documents. Direct links to each category MBPO are at the bottom of this page. Each category MBPO is setup with solicitation enabled to allow buyers to solicit quotes from the Contractors within the category. In addition to the category MBPOs, each Contractor has a unique MBPO.

How to find FAC64 MBPOs in COMMBUYS from Public View:

1. Click on "Contract & Bid Search"
2. Select "Contracts/Blankets"
3. Enter "**FAC64**" in the "Contract/Blanket" Description field
4. Click "Find It"
5. Click on Contractor or category MBPO link

How to find FAC64 MBPOs in COMMBUYS if you are logged in:

1. Sign into COMMBUYS
2. Type "**FAC64**" into the search bar at the top of the page
3. Select "Contract/Blankets" from the drop-down menu that displays "Catalog"
4. Click the magnifying glass to search
5. Click on Contractor or category MBPO link

OR

1. Sign into COMMBUYS
2. Click "Advanced" at the top of the page, to the right of the search bar
3. Select Document Type "Contracts/Blankets"
4. Type "**FAC64**" into the "Description" and click "Search" or hit enter
5. Click on Contractor or category MBPO link

Category MBPOs

Each category MBPO is setup to allow buyers to solicit quotes from multiple vendors within the category. Buyers need to be logged into COMMBUYS to utilize the solicitation enabled feature. Direct links to the public view of each MBPO are available below.

Category	MBPO Link
1	PO-17-1080-OSD03-SRC3-9509
2	PO-17-1080-OSD03-SRC3-9506
2A	PO-17-1080-OSD03-SRC3-9511
3	PO-17-1080-OSD03-SRC3-9512

How to place an order in COMMBUYS:

Once your quote or item selections have been prepared a Purchase Order (called a Release Requisition on COMMBUYS) must be placed in COMMBUYS. Instructions for “How to Create a Release Requisition and Purchase Order” can be found on a Job Aid in the COMMBUYS section of the OSD website ([Job Aids for Buyers](#)).

COMMBUYS Line Items

Each MBPO for this contract is setup in COMMBUYS with category line items at \$0.00. When you create your Release Requisition in COMMBUYS you will need to change the dollar amount to the quoted dollar amount you will pay for your Purchase Order. You should also edit the item description at this time to include the quote number, product information, or any other type of note you wish to add to the order.

COMMBUYS Solicitation Enabled MBPOs

Each category has a solicitation enabled MBPO page to allow for more convenient quoting. To utilize these MBPO pages, buyers must begin by creating a Release Requisition, checking off the “Solicitation Enabled” box, and select “Release” as the Requisition Type. Buyers will then click on the “Items” tab, click “Search Items” at the bottom, click to expand the “Advanced Search” option, enter “FAC64” as description, and click “Find It” to bring up each category’s solicitation enabled MBPO page.

Updated COMMBUYS Line Items (October 2016)

Contractors in Categories 1 and 3 may now list individual products as line items in COMMBUYS. Buyers may now get results when they search for specific items. Please note however that not all Contractors have included product line items. To maximize options buyers should issue a request for quote to all Contractors in the category they are utilizing. Each Contractor MBPO has a \$0.00 line item for submitting Purchase Orders based on quoted pricing.

How to search for FAC64 products in COMMBUYS:

1. Sign into COMMBUYS
2. Use the search bar at the top of the page to type in a product (keep “Catalog” in the drop-down menu)
3. Click the magnifying glass to search

*Please note: pricing will appear in 2 formats: **MSRP price** or **FAC64 price***

MSRP price will appear as a price with a discount percentage in parenthesis.

Example: \$1,000 / EA (discount 10.0%)

** Buyers can calculate the price by reducing the MSRP by the discount percentage. The price will automatically change once the item is added to a requisition.*

FAC64 price will appear with a 0% discount and is already calculated for FAC64.

Example: \$1,000 / EA (discount 0.0%)

Statement of Work

Eligible Entities should provide a clear Statement of Work to the Contractors at the time of the request for quote. The following are some elements to consider including in a statement of work:

Important Elements of the Statement of Work:

- Reference to the Statewide Contract FAC64
- Prevailing wage sheets, as applicable to the job
- Work schedules and performance dates
 - Release Date of the Request for Quote
 - Walkthrough requirements, if required
 - Response Date of Request for Quote
 - Date of Contractor Selection
- Responsibilities of the Contractor
 - Agrees to fulfill all provisions of the FAC64 statewide contract
 - Responsible for complete design, measurements, and drawings
 - Delivery, installation, testing, training, design and start up
 - Replace, modify, or upgrade existing hardware as necessary
 - Include the cost of any software licenses in bid
- Whether sub-Contractors will be allowed
- Eligible Entity Reserves right to negotiate and modify requirements with awarded Contractor
- Submittal Requirements
 - Narrative – how proposer will complete scope of work
 - Estimated timeline from release of purchase order to system live
 - Drawing Requirements
- Service/Maintenance Agreements
 - Response time guarantees desired
- Up time guarantees

Contractor Requirements

No surcharges

In general, no transportation, fuel, energy, insurance or any other surcharges will be allowed throughout the duration of the contract(s). However, for work done in Dukes or Nantucket Counties, Contractors **may** bill for reasonable third party travel expenses beyond normal commuting to and from the state or other Eligible Entity work site for services not covered by on-site warranty, service calls and/or a contracted maintenance plan. This includes the cost of a ferry to and from Dukes or Nantucket Counties. The definition of reasonable rates means those that are commercially available and competitive with other services companies.

No pre-payments

Contractor must not request any form of pre-payments by the Eligible Entity before the service is rendered. For special projects implemented in phases, by mutual agreement of the Eligible Entity and the Contractor, invoices must be issued after each phase is completed to the Eligible Entity's satisfaction.

Delivery

Contractor(s) must deliver equipment and/or supplies statewide, including the islands. Delivery must be F.O.B. destination with no delivery or travel expenses paid by the Eligible Entity, with the exception noted for Dukes and Nantucket Counties.

Negotiation

Eligible Entities have the right to negotiate pricing or other aspects of purchases within the scope of the contract and are encouraged to do so.

Pre-Installation

It is the Contractor's responsibility, prior to delivery, to survey and review the particular installation location to ensure the existing proposed location will meet the manufacturer's established installation criteria. Should the proposed installation location not meet established installation criteria, the Contractor and the Eligible Entity will attempt to locate an alternate mutually agreeable location for the equipment at the particular site.

Contractors not familiar with any location are strongly advised to personally view those locations prior to delivery. A lack of familiarity with an installation location will in no way relieve a Contractor from its responsibility to fulfill its contractual obligations.

Installation

Compliance with Regulatory Requirements

Contractor must maintain full compliance with all Regulatory Licensure Boards' (State Board of Electrical Examiners, Department of Public Safety) licensing requirements for all work.

Cabling and Cable Associated Hardware

Cabling and associated hardware that is installed under this contract must be used for the security, surveillance, monitoring, and/or access control system. For cabling used for other purposes, use the current statewide contract for Data Infrastructure (Non-Construction related low voltage) Cabling Services and Maintenance, ITC45, or its successor.

Labels with Warranty Period

Contractor must affix a label or decal to the control device for any equipment at the time of installation showing warranty period by dates, and the name, address, and telephone number of the OEM or Reseller responsible for warranty service of the equipment.

A successful installation is constituted by the product, equipment or system being fully capable of functioning to its fullest capacity and according to its design and is unencumbered by flaws resulting from poor installation. System Acceptance (final sign-off) will be provided by the user entity acknowledging final acceptance of a successful installation. System Acceptance cannot be unreasonably withheld by any entity, the contract manager or the project manager.

Post-Installation

Contractor must be responsible for all installation of equipment and/or supplies and removal of all package material from the premises in coordination with the Eligible Entities instructions. For off-site monitoring services, Contractor must ensure there are systems current to meet the needs of the Commonwealth and remain current against intrusive/invasive systems that could compromise the installed system(s).

Anticipated Service Disruption

Contractor must coordinate with the Eligible Entity for any anticipated service disruption. If anticipated disruption is scheduled the Contractor must provide a minimum of 24 hours' notice to the Eligible Entity.

Training and Training Materials

Category 2, Category 2A, and Category 3 Contractors must provide significant training to designated personnel within the Eligible Entity during the final system testing and start-up phase of the project. The Contractor and Eligible Entity shall mutually agree on the duration as well as the location and schedule of the training. Training materials include, but are not limited to books, handouts, software, or customized training videos will be provided by the Contractor and will be given to the Eligible Entity at no additional cost, as agreed upon by the parties.

Software Licenses

Where applicable, the cost of software licenses should be included in the Service Maintenance Agreement. Eligible Entities may also purchase software licenses separate from any Service Maintenance Agreements. Software licenses should be purchased through the Contractor who installed the equipment/system.

Service Maintenance Plans

Category 2 Contractors must be able to provide service/maintenance agreements with various service levels available to the Eligible Entity at negotiated rates for repair and service work performed after the warranty period. The service/maintenance plan shall include various levels of Contractor response times available to the Eligible Entity. Contractors must offer an immediate response plan with 24x7x365 availability. Eligible Entities will negotiate pricing for service/maintenance plans with the Contractor.

Eligible Entities are encouraged to enumerate the requirements desired for any service/maintenance plan at the time of quote so total cost of ownership can be factored into award decisions. Some elements to consider when requesting a service/maintenance agreement include: Response time guarantees, up time guarantees, quality requirements, and penalties.

Product Warranty

Contractors must provide a standard warranty for all equipment of at least 1 year in length. Eligible Entities may purchase extended warranties with Contractors at negotiated pricing. Please see each Contractor's price file on COMMBUYS for information regarding the availability of extended warranties.

Strategic Sourcing Services Team (SSST)

<u>Name</u>	<u>Eligible Entity</u>
Randal Cabral	Department of Public Health
Randy Clarke	MBTA
Michael Courtney	Bureau State Buildings
David Crouse	Massachusetts State Police
Donald Denning	City of Boston
Nancy Fitzgerald	Department of Fire Services
Roger Gauthier	Department of Public Health
Sylvain Kabeya	Massachusetts Rehabilitation Commission
Adam Peters	MBTA
Charles Plungis	Operational Services Division
Korina Senior	Department of Fire Services



Contractors

Contractor	MBPO	Categories				Contact Person	Phone	Email
		1	2	2A	3			
Access Control Systems Inc.	PO-14-1080-OSD01-OSD10-0000000037		X			Charles R. Patterson	603-249-9820	charlie@a-c-s.biz
Advanced Alarm Systems Inc.	PO-14-1080-OSD01-OSD10-0000000039		X	X		Kevin C Fitzpatrick	508-726-4565	kevin@80044alarm.com
American Alarm	PO-14-1080-OSD01-OSD10-0000000040		X	X	X	Larry Movsessian	781-859-2055	Lmovsessian@americanalarm.com
Autoclear LLC	PO-14-1080-OSD01-OSD10-0000000041	X				Alan Martin	973-826-0504	alanm@a-clear.com
Aventura	PO-14-1080-OSD01-OSD10-0000000042	X				Lavonne Lazarus	631-300-4000 ext. 7125	llazarus@aventuracctv.com
BCM Controls Corporation	PO-14-1080-OSD01-OSD10-0000000044		X			Steven Feinberg	781-933-8878	feinbergs@bcmcontrols.com
CEIA USA Ltd.	PO-14-1080-OSD01-OSD10-0000000045	X				Luca Cacioli	330-405-3190	sales@ceia-usa.com
Dugmore & Duncan, Inc.	PO-14-1080-OSD01-OSD10-0000000046				X	Skip Reid	339-788-2019	skip@dugmore.com
Electronic Security Control Systems	PO-14-1080-OSD01-OSD10-0000000047	X	X		X	Ben Jacobellis	781-271-0830	benny3@escsinc.com
ENE Systems	PO-14-1080-OSD01-OSD10-0000000048	X	X	X		Jill Murray	781-828-6770	jmurray@enesystems.com
FTG Security	PO-14-1080-OSD01-OSD10-0000000095		X			Brian Ingalls	339-502-6619	bingalls@isyscc.com
Galaxy Integrated Technologies	PO-14-1080-OSD01-OSD10-0000000054		X			John Gulezian	617-202-6388	johng@galaxyintegrated.com
Go Technologies	PO-14-1080-OSD01-OSD10-0000000055	X	X		X	Michael Kotwicki	508-881-2077	mike@gosecuritysolutions.com
Graybar Electric Company Inc.	PO-14-1080-OSD01-OSD10-0000000057	X				Michael Teahan	617-721-4041	michael.teahan@graybar.com
Industrial Video Control	PO-14-1080-OSD01-OSD10-0000000091	X				Ric Bonnell	617-467-3059 ext. 103	rbonnell@ivcco.com
Integrated Security, Inc.	PO-14-1080-OSD01-OSD10-0000000093	X			X	Bradford Dowdall	508-623-1413	bdowdall@isi-security.com
Ironman Inc.	PO-14-1080-OSD01-OSD10-0000000097	X				James L. Hatch	989-386-8975	ironman@ironmans.net



OPERATIONAL SERVICES DIVISION

Contractor	MBPO	Categories				Contact Person	Phone	Email
		1	2	2A	3			
(J&M Brown Company, Inc.) Spectrum Integrated Technologies	PO-14-1080-OSD01-OSD10-0000000098		X			Steven A. Feldman	617-522-8800	sfeldman@spectrumit.com
Lan-Tel Communications, Inc.	PO-14-1080-OSD01-OSD10-0000000102		X			Kate Waldron	781-551-8599	kwaldron@lan-tel.com
MEC Technologies LLC	PO-14-1080-OSD01-OSD10-0000000104		X			James Brookshire	978-935-3118	jbrookshire@themecteam.com
Minuteman Security Technologies	PO-14-1080-OSD01-OSD10-0000000110		X	X	X	Joseph Lynch	978-783-0018	jlynch@minutemanst.com
NET Technologies, Inc.	PO-14-1080-OSD01-OSD10-0000000111		X			Steven Capolupo	978-517-4123	scapolupo@ntisys.com
Pasek Corporation	PO-14-1080-OSD01-OSD10-0000000112			X	X	David Alessandrini	617-269-7110	dalessandrini@pasek.com
Red Hawk Fire & Security, LLC	PO-14-1080-OSD01-OSD10-0000000115		X			Lisa Wallace	508-967-1616	lisa.wallace@redhawkus.com
Setronics Corp	PO-14-1080-OSD01-OSD10-0000000117		X			Greg Riedel	978-671-5450	griedel@setronics.com
Siemens Industry Inc.	PO-14-1080-OSD01-OSD10-0000000119		X			Jonathan Hipsh	857-205-7598	jonathan.hipsh@siemens.com
Signet Electronic Systems, Inc.	PO-14-1080-OSD01-OSD10-0000000121		X			Daniel Chauvin	781-871-5888	daniel.chauvin@signetgroup.net
Stanley Convergent Security Solutions, Inc.	PO-14-1080-OSD01-OSD10-00000001405		X	X		Jennifer Miller	317-703-1510	jennifer.miller@sbdinc.com
Stone & Berg Company, Inc.	PO-14-1080-OSD01-OSD10-0000000123	X				Jennie Pagano	508-753-3551	stoneandberg@aol.com
Sullivan and McLaughlin	PO-14-1080-OSD01-OSD10-0000000125		X			Will Bissonnette	617-474-0500 ext. 259	wbissonnette@sullymac.com
Surveillance Specialties, Ltd.	PO-14-1080-OSD01-OSD10-0000000128		X		X	Michael A. DeVita III	781-760-5148	michael.devita3@securadyne.com
Tyco Integrated Security LLC	PO-14-1080-OSD01-OSD10-0000000130	X	X	X		Tom Maciag	508-479-0721	tmaciag@tyco.com
Valley Communications Systems, Inc.	PO-14-1080-OSD01-OSD10-0000000132		X			Ken MacLeod	413-592-4136	kenm@valleycommunications.com
Wayne Alarm Systems, Inc.	PO-14-1080-OSD01-OSD10-0000000133		X	X		Jeff Kahn	781-595-0000	jkahn@waynealarm.com