



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

APPROVED AS ORIGINAL

*SP 2/11/19*

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

INVOICE ID: 9918678  
DRAW ID: 1  
DATE: January 31, 2019

SALESPERSON:

CONTRACT ID: 18-0511-20  
WINTHROP SERVER UPGRADE-Wintro  
LOCATION:

CUSTOMER ID: COBOSAU  
PO #: BOSTN-000069727  
Terms: Net 0

FOR WORK PERFORMED: SERVER UPGRADE ONLY FOR VIDEO STORAGE. ENTERPRISE SERVER  
WITH 48TB RAID-5 (40TB USABLE). PO # BOSTN-0000697273

BILLING IN THE AMOUNT OF: \$15,594.24

ATTN: SARAH PLOWMAN

AMOUNT DUE THIS INVOICE

\$15,594.24

Credit Card Payments will incur fee of 3.5%

INTEREST @ 1.5% WILL BE CHARGED ON INVOICES OVER 60 DAYS.

*OK*  
*BJ*  
*2/11/19*

*OK to pay*  
*SP 2/11/19*

*AEL: 04 HW-01-INHW*  
*U16-4.1 InteropTech Support*



# City of Boston Purchase Order

Page: 1 of 1

## City of Boston

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

Dispatched		
Purchase Order	Date	Revision
BOSTN-0000697273	2018-11-15	
Payment Terms	Freight Terms	
Net 30	DES PPD	
Buyer		
Bonaceto, Gerard		

**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:** Winthrop Police Department  
3 Metcalf Square  
Det. Wayne Carter  
Winthrop MA 02152  
United States  
**Attention:** See Detail Below

Tax Exempt? Y

State Tax Exempt ID: 04-6001380

Contract ID: 000000000000000000046435

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	Provide and install 2U Enterprise Server with 48TB RAID-5 (40TB usable) USS-ENT-48R5-4	1.00	EA	15594.24	15594.24	11/20/2018
				Attention: Det. Wayne Carter		
	55940-200-231859-510E-2305-2017-HLS17002	1.00				

quote dated 10/19/2018

Total PO Amount

15594.24

TEL: 04HW-01-INTHW  
U16-4.1 Interop Tech Support

15,594.24

\*\*\*\*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

2/12/19 Approved as to availability of appropriation

Gerard Bonaceto

Sally Glora

11/21/2018

Department Head/Purchasing Agent/BPS Business Manager

City Auditor/BPS Business Manager

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

Receipt # 505096  
1/31/19

x final payment  
INVOICE # 9918678

15,594.24

**CERTIFICATE OF AUTHORITY**

(For Corporations Only)

7/11/2018

(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 11 day of July 2018 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: Security, Surveillance, Monitoring and Access Control Systems.  
(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

**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:**

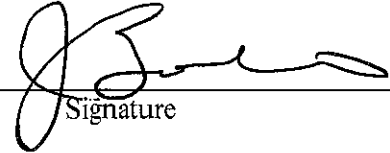
1. ☒ Neither this firm nor any subcontractor has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c149, c151, or the Fair Labor Standards Act within three (3) years prior to 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>

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:

FAC64 Security Maintenance and Monitoring

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

in accordance with the terms of the accompanying contract documents.

- B. The Contractor is a/an:

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. Bodio

Treasurer is Joseph H. Bodio

Place of business is 1400 Providence Highway, Suite 3100, Norwood, MA 02062  
(Street)

(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:

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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:

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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:

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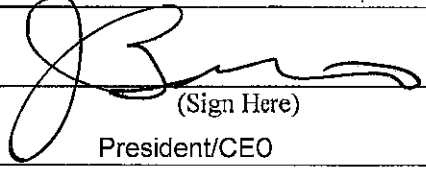
6. The Taxpayer Identification Number\* of the contractor (the number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941) is:  
04-3141040

\*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](http://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:   
(Sign Here)  
Title: President/CEO  
Business Address: 1400 Providence Highway, Suite 3100  
(Street)  
Norwood, 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 15A

### CORI COMPLIANCE

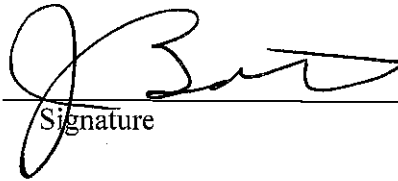
The City of Boston is subject to City of Boston Code, Chapter 4, section 7, which is intended to ensure that persons and businesses supplying goods and/or services to the City of Boston deploy fair policies relating to the screening and identification of person with criminal backgrounds through the CORI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



**CITY OF BOSTON  
CONTRACT AWARD SUMMARY**

**CONTRACT ID:** 0000000000000000000046435

**Contract Details**

Contractor Legal Name: Lan-Tel Communications Inc.	Not To Exceed Amt: \$ 1,000,000.00
Contractor Address: 1400 Providence Highway, Building 3, Suite 3100 Norwood, MA 02062	Department Name: Procurement 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: July 10, 2018	Contract End Date: May 31, 2019
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**

This is a goods only contract.



**CITY OF BOSTON  
STANDARD CONTRACT DOCUMENT**

Form CM10

**CONTRACT ID:** 0000000000000000000046435

**Parties**

Contractor Legal Name: Lan-Tel Communications Inc. (and d/b/a):	City Department Name: Procurement
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: 0.01
Begin Date: July 10, 2018	End Date: May 31, 2019
Rate: (Attach details of all rates, units, and charges)	Not To Exceed Amt: \$ 1,000,000.00

**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: \$ 1,000,000.00		



# 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.

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

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

### ARTICLE 6 -- RELATIONSHIP WITH THE CITY:

6.1 The Contractor is retained solely for the purposes of and to the extent set forth in this Contract. Contractor's relationship to the City during the term of this Contract shall be that of an independent Contractor. The Contractor shall

have no capacity to involve the City in any contract nor to incur any liability on the part of the City. The Contractor, its agents or employees shall not be considered as having the status or pension rights of an employee; provided that the Contractor shall be considered an employee for the purpose of General Laws c. 268A (the Conflict of Interest Law). The City shall not be liable for any personal injury to or death of the Contractor, its agents or employees.

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

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

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

#### ARTICLE 7 -- ASSUMPTION OF LOSS AND LIABILITY:

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

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

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

#### ARTICLE 8 - REMEDIES OF THE CITY:

8.1 If the Contractor provides goods and/or services that do not comply with Contract specifications and requirements as reasonably determined by the Official, the Official may request that the Contractor 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. c.149, c.151, or the Fair Labor Standards Act within three (3) years prior to the date of the Contract; or certifies that it has provided copies of any and all of the above to the Official prior to the date of the Contract and any required wage bond or insurance; and certifies that while the Contract is in effect, it will report any instance of the above to the Official within five (5) days of Contractor's receipt. The Contractor agrees and shall require any subcontractor to post in conspicuous places notices to be provided by the City, informing employees of the protections of applicable local, state, and federal law.

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

11.11 If applicable, as determined by the Massachusetts Department of Labor Standards, the Contractor shall comply with the Massachusetts Prevailing Wage Law (M.G.L. c.149, s.26, -27H) for public works projects, which establishes minimum wage rates for workers on such projects. The Contractor shall comply and shall cause its subcontractors to comply with M.G.L. c.149, s.27B, which requires that a true and accurate record be kept of all persons employed on a project for which the prevailing wage rates are required. The Contractor shall, and shall cause its subcontractors to, submit weekly copies of their weekly payroll records to the City, to the extent the Prevailing Wage Law is applicable.

#### ARTICLE 12 -- AVAILABLE APPROPRIATION:

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

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

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

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

#### ARTICLE 13 -- RELEASE OF CITY ON FINAL PAYMENT:

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

#### ARTICLE 14 -- PUBLIC RECORDS AND ACCESS:

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



# Contract User Guide for FAC64

## FAC64: Security, Surveillance, Monitoring and Access Control Systems

UPDATED: 06/20/2018

<b>Contract #:</b>	FAC64
<b>MMARS MA #:</b>	FAC64*
<b>Initial Contract Term:</b>	06/01/2013 – 5/31/2018
<b>Maximum End Date:</b>	5/31/2019
<b>Current Contract Term:</b>	06/01/2013 – 5/31/2019
<b>Contract Manager:</b>	Ashish Patel, 617-720-3190, <a href="mailto:ashish.s.patel@mass.gov">ashish.s.patel@mass.gov</a>
<b>This Contract Contains:</b>	Small Business Purchasing Program (SBPP), Prompt Payment Discounts (PPD), and Supplier Diversity Office (SDO) Contractors
<b>UNSPSC Codes:</b>	46-17-00 Security surveillance and detection

\*The asterisk is required when referencing the contract in the Massachusetts Management Accounting Reporting System (MMARS).

### Table of Contents:

(NOTE: To access hyperlinks below, scroll over desired section and CTL + Click)

- [Contract Summary](#)
- [Contract Categories](#)
- [Benefits and Cost Savings](#)
- [Find Bid/Contract Documents](#)
- [Who Can Use This Contract](#)
- [Construction Requirements](#)
- [Pricing, Quotes and Purchase Options](#)
- [Example Quoting Scenarios](#)
- [Instructions for MMARS Users](#)
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- [Strategic Sourcing Team Members](#)
- [Contractor List and Information](#)

### Contract Summary

This is a Statewide Contract for Security surveillance and detection. 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.

NOTE: Contract User Guides are updated regularly. Print copies should be compared against the current version posted on [mass.gov/osd](http://mass.gov/osd).

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## Contract Categories

This contract includes three categories and one subcategory of Security surveillance and detection as listed below.

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

## Benefits and Cost Savings

Statewide contracts are an easy way to obtain benefits for your organization by leveraging the Commonwealth's buying power, solicitation process, contracting expertise, vendor management and oversight, and the availability of environmentally preferable products.

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

## Find Bid/Contract Documents

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 listed toward the end of this document. 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

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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	<a href="#">PO-17-1080-OSD03-SRC3-9509</a>
2	<a href="#">PO-17-1080-OSD03-SRC3-9506</a>
2A	<a href="#">PO-17-1080-OSD03-SRC3-9511</a>
3	<a href="#">PO-17-1080-OSD03-SRC3-9512</a>

### Who Can Use This Contract

#### Applicable Procurement Law

Executive Branch Goods and Services: 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.

### Construction Requirements

Purchasers must ensure that **any** services involving construction are limited to \$50,000 or less.

Purchasing entities are responsible for compliance with applicable construction law requirements. Information concerning specific M.G.L. c. 149 and c. 30 construction requirements may be found in the Office of the Inspector General’s Public Procurement Charts at: [www.mass.gov/ig/publications/guides-advisories-other-publications/procurement-charts-november-7-2016.pdf](http://www.mass.gov/ig/publications/guides-advisories-other-publications/procurement-charts-november-7-2016.pdf). It is the responsibility of the Eligible Entity to determine whether installation work includes construction as defined by M.G.L. c.149 or M.G.L. c.30, §39M.

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Chapter 30B Procurement Assistance from the Office of the Inspector General is available at [mass.gov/ig/procurement-assistance](http://mass.gov/ig/procurement-assistance). Access the 30B Hotline at 617-722-8838 or email them at: [30BHotline@massmail.state.ma.us](mailto:30BHotline@massmail.state.ma.us).

See [Quotes Including Construction Services Requirements](#) below for information on quoting these types of projects.

### **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>

## **Pricing, Quote and Purchase Options**

### **Pricing Options**

**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.

### **Product/Service Pricing and Finding Vendor Price Files**

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 2 in this user guide. Additionally you may review the [Contractor List and Information](#) Table on pages 15 to 18 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.

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### Setting up a COMMBUYS Account

COMMBUYS is the Commonwealth's electronic Market Center supporting online commerce between government purchasers and businesses. If you do not have one already, contact the COMMBUYS Help Desk to set up a COMMBUYS buyer account for your organization: (888)-627-8283 or [COMMBUYS@state.ma.us](mailto:COMMBUYS@state.ma.us).

Per **801 CMR 21.00**, Executive Branch Departments must use established statewide contracts for the purchase of commodities and services. Specifically, Executive Departments are required to use OSD's statewide contracts, including designated statewide contracts, if available, for their specific commodity and service needs. Exceptions will only be permitted with prior written approval from the Assistant Secretary for Operational Services, or designee.

When contacting a vendor on statewide contract, always reference FAC64 to receive contract pricing.

### Quick Search in COMMBUYS

Log into COMMBUYS, and use the Search box on the COMMBUYS header bar to locate items described on the MBPO or within the vendor catalog line items. Select Contract/Blanket or Catalog from the drop-down menu.

### Purchase Options

The purchase options identified below are the only acceptable options that may be used on this contract:

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](#)).

### 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.

### 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.

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### 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%)*

## Obtaining Quotes

(Please review the [Example Quoting Scenarios on page 7](#))

Contract users should always reference FAC64 when contacting vendors to ensure they are receiving contract pricing. Quotes, not including construction services, should be awarded based on best value.

### 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.

### Selecting a Quote Including Construction Services

Please note specific requirements that apply for selecting a quote for construction services, depending upon the scope of your bid:

- Where the construction services are less than \$10,000: Select a vendor based on sound business practices, consistent with your entity's procurement policies and procedures.
- For construction services valued from \$10,000-\$50,000: Must solicit a minimum of three quotes and receive two 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.

### Selecting 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.

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## 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 4 – 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.

#### STEP:

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

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## Prevailing Wage Requirements

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/>

## 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.

## Instructions for MMARS Users

MMARS users must reference the MA number in the proper field in MMARS when placing orders with any contractor.



## Emergency Services

Many statewide contracts are required to provide products or services in cases of statewide emergencies. [ML - 801 CMR 21](#) defines emergency for procurement purposes. Visit the [Emergency Contact Information for Statewide Contracts](#) list for emergency services related to this contract.

## Shipping/Delivery/Returns

### 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.

### 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.

## Additional Information

### 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, ITC54, or its successor.

### 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.

### Warranties

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.

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.

### 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.



## 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

## Strategic Sourcing Team Members

- 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

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# Contract User Guide for FAC64

## Contractor List and Information\*

Vendor	Master Blanket Purchase Order #	MMARS Vendor Code and Vendor Line	Contact Person	Phone #	Email	Categories
**Conversion Vendor Category 1 Catalog Sales	<a href="#">PO-17-1080-OSD03-SRC3-9509</a>	N/A	Ashish Patel	617-720-3190	<a href="mailto:ashish.s.patel@state.ma.us">ashish.s.patel@state.ma.us</a>	1
**Conversion Vendor Category 2 Security Equipment, Systems, and Related Services	<a href="#">PO-17-1080-OSD03-SRC3-9506</a>	N/A	Ashish Patel	617-720-3190	<a href="mailto:ashish.s.patel@state.ma.us">ashish.s.patel@state.ma.us</a>	2
**Conversion Vendor Category 2A Security Monitoring Services	<a href="#">PO-17-1080-OSD03-SRC3-9511</a>	N/A	Ashish Patel	617-720-3190	<a href="mailto:ashish.s.patel@state.ma.us">ashish.s.patel@state.ma.us</a>	2A
**Conversion Vendor Category 3 Locks, Accessories, and Related Equipment	<a href="#">PO-17-1080-OSD03-SRC3-9512</a>	N/A	Ashish Patel	617-720-3190	<a href="mailto:ashish.s.patel@state.ma.us">ashish.s.patel@state.ma.us</a>	3
Access Control Systems Inc.	<a href="#">PO-14-1080-OSD01-OSD10-00000000037</a>	VC0000442226, 19	Charles R. Patterson	603-249-9820	<a href="mailto:charlie@a-c-s.biz">charlie@a-c-s.biz</a>	2
Advanced Alarm Systems Inc.	<a href="#">PO-14-1080-OSD01-OSD10-00000000039</a>	VC6000174944, 24	Kevin C Fitzpatrick	508-726-4564	<a href="mailto:kevin@80044alarm.com">kevin@80044alarm.com</a>	2, 2A
American Alarm	<a href="#">PO-14-1080-OSD01-OSD10-00000000040</a>	VC6000161658, 9	Larry Movsessian	781-859-2055	<a href="mailto:Lmovsessian@americanalarm.com">Lmovsessian@americanalarm.com</a>	2, 2A, 3
Autoclear LLC	<a href="#">PO-14-1080-OSD01-OSD10-00000000041</a>	VC6000227553, 33	Alan Martin	973-826-0504	<a href="mailto:alanm@a-clear.com">alanm@a-clear.com</a>	1
Aventura	<a href="#">PO-14-1080-OSD01-OSD10-00000000042</a>	VC0000672476, 29	Lavonne Lazarus	631-300-4000 Ext. 7125	<a href="mailto:llazarus@aventuracctv.com">llazarus@aventuracctv.com</a>	1

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Vendor	Master Blanket Purchase Order #	MMARS Vendor Code and Vendor Line	Contact Person	Phone #	Email	Categories
BCM Controls Corporation	<a href="#">PO-14-1080-OSD01-OSD10-00000000044</a>	VC6000170044, 2	Steven Feinberg	781-933-8878	<a href="mailto:feinbergs@bcmcontrols.com">feinbergs@bcmcontrols.com</a>	2
CEIA USA Ltd.	<a href="#">PO-14-1080-OSD01-OSD10-00000000045</a>	VC6000235985, 13	Luca Cacioli	330-405-3190	<a href="mailto:sales@ceia-usa.com">sales@ceia-usa.com</a>	1
Convergint Technologies (formerly Go Technologies)	<a href="#">PO-14-1080-OSD01-OSD10-00000000055</a>	VC0000537450, 36	Michael Kotwicki	508-898-2077	<a href="mailto:mike.kotwicki@convergint.com">mike.kotwicki@convergint.com</a>	1, 2, 3
Dugmore & Duncan, Inc.	<a href="#">PO-14-1080-OSD01-OSD10-00000000046</a>	VC6000158288, 7	Skip Reid	339-788-2019	<a href="mailto:skip@dugmore.com">skip@dugmore.com</a>	3
Electronic Security Control Systems	<a href="#">PO-14-1080-OSD01-OSD10-00000000047</a>	VC6000200266, 30	Ben Jacobellis	781-271-0830	<a href="mailto:benny3@escsinc.com">benny3@escsinc.com</a>	1, 2, 3
ECI Systems, LLC (formerly NET Technologies)	<a href="#">PO-18-1080--SRC01-11967</a>	VC0000923148, 38	Justin Davis	800-639-2086	<a href="mailto:justin.davis@ecintegrated.com">justin.davis@ecintegrated.com</a>	2
ENE Systems	<a href="#">PO-14-1080-OSD01-OSD10-00000000048</a>	VC6000172484, 20	Jill Murray	781-828-6770	<a href="mailto:jmurray@enesystems.com">jmurray@enesystems.com</a>	1, 2, 2A
FTG Security	<a href="#">PO-14-1080-OSD01-OSD10-00000000095</a>	VC6000248391, 4	Brian Ingalls	339-502-6619	<a href="mailto:bingalls@isyscc.com">bingalls@isyscc.com</a>	2
Galaxy Integrated Technologies	<a href="#">PO-14-1080-OSD01-OSD10-00000000054</a>	VC6000187522, 15	John Gulezian	617-202-6388	<a href="mailto:johng@galaxyintegrated.com">johng@galaxyintegrated.com</a>	2
Graybar Electric Company Inc.	<a href="#">PO-14-1080-OSD01-OSD10-00000000057</a>	VC6000214241, 5	Michael Teahan	617-721-4041	<a href="mailto:michael.teahan@graybar.com">michael.teahan@graybar.com</a>	1
Industrial Video Control	<a href="#">PO-14-1080-OSD01-OSD10-00000000091</a>	VC0000463150, 16	Dipak Sagar	617-467-3059 ext. 122	<a href="mailto:dsagar@ivcco.com">dsagar@ivcco.com</a>	1

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Ironman Inc.	<a href="#">PO-14-1080-OSD01-OSD10-00000000097</a>	VC0000672150, 25	James L. Hatch	989-386-8975	<a href="mailto:ironman@ironmans.net">ironman@ironmans.net</a>	1
(J&M Brown Company, Inc.) Spectrum Integrated Technologies	<a href="#">PO-14-1080-OSD01-OSD10-00000000098</a>	VC0000169620, 28	Steven A. Feldman	617-522-8800	<a href="mailto:sfeldman@spectrumit.com">sfeldman@spectrumit.com</a>	2
Lan-Tel Communications, Inc.	<a href="#">PO-14-1080-OSD01-OSD10-00000000102</a>	VC6000177274, 3	Kate Waldron	781-551-8599	<a href="mailto:kwaldron@lan-tel.com">kwaldron@lan-tel.com</a>	2
MEC Technologies LLC	<a href="#">PO-14-1080-OSD01-OSD10-00000000104</a>	VC0000464392, 31	James Brookshire	978-935-3118	<a href="mailto:jbrookshire@themecteam.com">jbrookshire@themecteam.com</a>	2
Minuteman Security Technologies	<a href="#">PO-14-1080-OSD01-OSD10-00000000110</a>	VC6000263147, 14	Joseph Lynch	978-783-0018	<a href="mailto:jlynch@minutemanst.com">jlynch@minutemanst.com</a>	2, 2A, 3
Pasek Corporation	<a href="#">PO-14-1080-OSD01-OSD10-00000000112</a>	VC6000158230, 17	David Alessandrini	617-269-7110	<a href="mailto:dalessandrini@pasek.com">dalessandrini@pasek.com</a>	2A, 3
Red Hawk Fire & Security, LLC	<a href="#">PO-14-1080-OSD01-OSD10-00000000115</a>	VC0000434061, 6	Lisa Wallace	508-967-1616	<a href="mailto:lisa.wallace@redhawkus.com">lisa.wallace@redhawkus.com</a>	2
Setronics Corp	<a href="#">PO-14-1080-OSD01-OSD10-00000000117</a>	VC6000161277, 32	Greg Riedel	978-671-5450	<a href="mailto:griedel@setronics.com">griedel@setronics.com</a>	2
Siemens Industry Inc.	<a href="#">PO-14-1080-OSD01-OSD10-00000000119</a>	VC6000214978, 12	Jonathan Hipsh	857-205-7598	<a href="mailto:jonathan.hipsh@siemens.com">jonathan.hipsh@siemens.com</a>	2
Signet Electronic Systems, Inc.	<a href="#">PO-14-1080-OSD01-OSD10-00000000121</a>	VC6000163065, 1	Gregory S. Hussey	781-871-5888 ext. 1105	<a href="mailto:greg.hussey@signetgroup.net">greg.hussey@signetgroup.net</a>	2
Stone & Berg Company, Inc.	<a href="#">PO-14-1080-OSD01-OSD10-00000000123</a>	VC6000156341, 18	Jennie Pagano	508-753-3551	<a href="mailto:stoneandberg@aol.com">stoneandberg@aol.com</a>	1

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Sullivan and McLaughlin	<a href="#">PO-14-1080-OSD01-OSD10-00000000125</a>	VC6000160868, 23	Will Bissonnette	617-474-0500 ext. 259	<a href="mailto:wbissonnette@sullymac.com">wbissonnette@sullymac.com</a>	2
Surveillance Specialties, Ltd.	<a href="#">PO-14-1080-OSD01-OSD10-00000000128</a>	VC6000171354, 27	Michael A. DeVita III	781-760-5148	<a href="mailto:michael.devita3@securadyne.com">michael.devita3@securadyne.com</a>	2, 3
Tyco Integrated Security LLC	<a href="#">PO-14-1080-OSD01-OSD10-00000000130</a>	VC6000256207, 34	Tom Maciag	508-479-0721	<a href="mailto:tmaciag@tyco.com">tmaciag@tyco.com</a>	1, 2, 2A
Valley Communications Systems, Inc.	<a href="#">PO-14-1080-OSD01-OSD10-00000000132</a>	VC6000157698, 10	Ken MacLeod	413-592-4136	<a href="mailto:kenm@valleycommunications.com">kenm@valleycommunications.com</a>	2
Wayne Alarm Systems, Inc.	<a href="#">PO-14-1080-OSD01-OSD10-00000000133</a>	VC6000171531, 22	Jeff Kahn	781-595-0000	<a href="mailto:jkahn@waynealarm.com">jkahn@waynealarm.com</a>	2, 2A

\*Note that COMMBUYS is the official system of record for vendor contact information.

\*\*The Conversion Vendor MBPOs are the central repository for all common contract files. [Price files may be found in the individual vendor's MBPO]

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