MAYOR'S OFFICE OF
EMERGENCY
MANAGEMENT

MARTIN J. WALSH
MAYOR

METRO BOSTON
HOMELAND
SECURITY

FOR LAW DEPARTMENT REVIEW

Contract # 48309

May 14, 2019

The Honorable Martin J. Walsh
Mayor of the City of Boston
Boston City Hall
Boston, MA 02201

Dear Mr. Mayor,

Your Honor's permission is requested to award a contract to Lan-Tel Communications, Inc. of 1400 Providence Highway Building #2, Suite 2000, Norwood, MA 02062 to provide BriefCam maintenance coverage and technical support, BriefCam version upgrade to V4.3.0, procurement of an additional 100 BriefCam licenses including maintenance support, and corresponding training, for the period of May 15, 2019 through May 14, 2020.

This contract is in compliance with the provisions of M.G.L. c. 30B because it involves a purchase through a contract with the Commonwealth of Massachusetts. This is awarded pursuant to a contract with the Commonwealth of Massachusetts Operational Services Division, which was publicly bid and awarded to Lan-Tel Communications, Inc., the low bidder in this category. The relevant provisions of the state contract FAC64 are incorporated by reference into this contract.

Because Lan-Tel Communications, Inc. has agreed to furnish the BriefCam licenses and services to the Office of Emergency Management at the same cost as provided under its original contract with the Commonwealth and because further public advertising would serve no purpose and I consider the cost to be reasonable, I recommend the award of this contract as follows:

Contract #	Vendor	State Contract	Amount Not to Exceed
48309	Lan-Tel Communications, Inc.	FAC64	$72,924.25

APPROVED

Martin J. Walsh
Mayor of Boston
By Martin J. Walsh
5/29/19

Respectfully yours,

Shumeane Benford
Chief of Emergency Management

APPROVED
LAW DEPARTMENT
BY Eugene L. O'Flaherty
EUGENE L. O'FLAHERTY
CORPORATION COUNSEL GB

5/30/19

STANDARD CONTRACT DOCUMENT

CITY OF BOSTON

(FORM CM 10)

CONTRACT ID: 48309

Contractor Legal Name:	City Department Name:
Lan-Tel Communications, Inc.	Mayor's Office of Emergency Management
(and d/b/a):	Department Head: Shumeane Benford
Contractor Address:	Mailing Address:
1400 Providence Highway	Boston City Hall, Room 204
Suite 3100	One City Hall Square
Norwood, MA 02062	Boston MA 02201-2015
Contractor Vendor ID:	Billing Address (if different):
000019146	

ACCOUNT	FUND	DEPT ID	PROGRAM	CLASS	PROJECT	BUD REF	FUNCTION	AMOUNT
52940	200	231100	508J	2306	HLS19002	2019		$ 72,924.25
								$
								$
								$
								$

Contract Details

Description/Scope of Services: (Attach supporting documentation)

Vendor to provide BriefCam maintenance coverage for one year, including access to BriefCam technical support; BriefCam version upgrade to V4.3.0; procurement of an additional 100 BriefCam licenses (to include maintenance support); corresponding BriefCam training. This contract is made under Massachusetts Statewide contract FAC64. In addition to the "contract details" provision of this contract, all of the terms and conditions of the FAC64 and section 1.7 of the Request for Response of the FAC64 (attached) are incorporated herein and made a part hereof.

Begin Date: 5/15/19
End Date: 5/14/20
Rate: $
Not to Exceed Amount: $ 72,924.25
(Attach details of all rates, units, and charges)

Contract Signatures

AUDITOR	CONTRACTOR	AWARDING AUTHORITY/OFFICIAL
APPROVED AS TO AVAILABILITY OF APPROPRIATION OR PURSUANT TO ARTICLE 12.2 OF THE GENERAL CONDITIONS	AGREES TO PROVIDE THE GOODS OR SERVICES AS INDICATED IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS.	ATTACH APPROVED LETTER OF AWARD AND OTHER REQUIRED DOCUMENTS.
IN THE AMOUNT OF $0		
	SIGNATURE	SIGNATURE
	President/CEO	5/31/19
SIGNATURE 5/16/19	TITLE May 14, 2019	DATE
DATE	DATE	

Approved as to form by Corporation Counsel September 2017
No payment will be made until the executed contract is filed with the Auditing Department

CITY OF BOSTON

STANDARD CONTRACT GENERAL CONDITIONS

ARTICLE 1 -- DEFINITION OF TERMS:
1.1 The following terms in these Contract Documents shall be construed as follows:
1.1.1 "City" shall mean the City of Boston, Massachusetts.
1.1.2 "Contract" and "Contract Documents" shall include, in the following hierarchy of document precedence, as applicable: the City's Standard Contract Document; these Standard Contract General Conditions; the Invitations for Bids, Requests for Proposals, or other solicitations; the Contractor's responses including Contractor Certifications and Applications, excluding any language stricken by City as unacceptable and including any negotiated statements of work contemplated by the solicitation; and Performance Bonds, which documents are incorporated herein by reference.
1.1.3 "Contractor" shall mean the individual, partnership, corporation or other entity to which this Contract is awarded.
1.1.4 "Official" shall mean the awarding authority/officer acting on behalf of the City in the execution of the Contract.

ARTICLE 2 -- PERFORMANCE:
2.1 The Contractor shall conform to all determinations and directions, in accordance with provisions of this Contract, of the Official concerning all questions which may arise relating to the performance of services under this Contract.
2.2 The Contractor shall, upon written request of the Official, remove from City premises and replace all individuals in the Contractor's employ whom the Official determines to be disorderly, careless or incompetent or to be employed in violation of the terms of this Contract.
2.3 City is entitled to ownership and possession of all deliverables purchased or developed with Contract funds. All work papers, reports, questionnaires and other written materials prepared or collected by the Contractor in the course of completing the work to be performed under this Contract shall at all times be the exclusive property of the City. The Contractor shall not use such materials for any purposes other than the purpose of this Contract without the prior written consent of the Official. All Contractor proprietary rights shall be detailed in the Contract Documents.
2.4 Prior to beginning performance under this Contract, Contractor must receive a Purchase Order from City.

ARTICLE 3 -- ACCEPTANCE OF GOODS OR SERVICES:
3.1 Performance under this Contract shall include services rendered, obligations due, costs incurred, goods and deliverables provided and accepted by City. The City shall have a reasonable opportunity to inspect all goods and deliverables, services performed by, and work product of the Contractor, and accept or reject such goods, deliverables, services, or work product.

ARTICLE 4 -- TIME:
4.1 It is understood and agreed that Contractor's performance shall be timely and meet or exceed industry standards for the performance required.

ARTICLE 5 -- COMPENSATION:
5.1 The Contractor may, in the absence of a payment schedule, periodically submit to the Official invoices, itemizing goods, services, labor and expenses for which compensation is due and requesting payment for goods received or services rendered by the Contractor during the period covered by the invoice.
5.2 Thereupon the Official shall estimate the value of goods or services accepted by the City in 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" (City of Boston, Chapter IV, Section 4-4), 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.

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 cannot 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.

Supplement to
Form CM11

CITY OF BOSTON

SUPPLEMENTAL INFORMATION TECHNOLOGY[1] TERMS AND CONDITIONS TO FORM CM11

The following terms and conditions are added to the City of Boston Standard Contract General Conditions (Form CM11), to the extent permitted by law, for purposes of Contract number 48309 between the City of Boston and Lan-Tel Communications Inc

A. Indemnification for Information Technology Contracts. This paragraph A is in lieu of and replaces paragraph 7.3 of Form CM11. Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents and employees from all third party liabilities, suits, claims, damages, costs (including without limitation reasonable attorneys' fees), and losses related to (i) the injury or death of any individual, or (ii) loss or damage to any real or tangible personal property, arising out of the willful misconduct or negligent acts or omissions of Contractor or any of its agents, subcontractors, employees, suppliers, laborers, or any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract; or (iii) Contractor's breach of its confidentiality, data security or privacy obligations.

Further, the Contractor will, to the fullest extent permitted by law, indemnify, defend, and hold harmless the City, its officers, agents, and employees, from all third party liabilities, suits, claims, damages, costs (including without limitation reasonable attorneys' fees), and losses related to infringement or violation of any U.S. intellectual property rights, including copyright or patent, by any goods, services, software, or intangible deliverables provided hereunder, provided that the foregoing obligation shall not apply to the extent of an action or claim resulting from the City's misuse of Contractor's deliverables.

B. Limitation of Liability for Information Technology Contracts. Contractor's liability for damages to the City for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the greater of One Hundred Thousand Dollars ($100,000.00) or two times the Purchase Price. The "Purchase Price" will mean the Not to Exceed Contract amount, including amendments. The foregoing limitation of liability shall not apply (i) to liability for copyright or patent infringement, or to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights; (ii) to claims arising under provisions herein calling for indemnification that include third party claims against the City for bodily injury to persons or damage to real or tangible personal property caused by Contractor's negligence or willful misconduct; or (iii) to Contractor's breach of its confidentiality, data security or privacy obligations, including without limitation, indemnification obligations.

The City's liability for damages for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the greater of One Hundred Thousand Dollars ($100,000.00) or two times the Purchase Price, as that term is defined in section B. above. The City's liability for damages is subject to all privileges and immunities from liability enjoyed by Massachusetts cities and nothing herein shall be construed to waive or limit the City's sovereign immunity or any other immunity from suit provided by law.

In no event will either the Contractor or the City be liable for consequential, incidental, indirect, or special damages, including lost profits, lost revenue, or damages from lost data or records (unless the contract or Statement of Work requires the Contractor to back-up data or records), even if notification has been given as to the possibility of such damages, except (i) to the extent that Contractor's liability for such damages is specifically set forth in the Statement of Work or (ii) to the extent that Contractor's liability for such damages arises out of sub-section B(i), B(ii), or B(iii) above. Notwithstanding any other provision in this Contract, nothing herein is intended to limit the City's ability to recover, where applicable, the reasonable costs the City incurs to repair, return, replace or seek cover (purchase of comparable substitute goods or services) under a Contract. Nothing in this section shall limit the City's ability to negotiate higher limitations of liability in a particular Contract.

C. Confidentiality, Data Security, and Privacy. The Contractor agrees to maintain the security and confidentiality of all City Data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under M.G.L. c. 93H and c. 66A. The Contractor is required to comply with M.G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information. Provided further, that any Contractor having access to credit card or banking information of City or its customers certifies that the Contractor is PCI-DSS compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation of compliance during the Contract; provided further, that the Contractor shall immediately notify the City in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the City and provide access to any information necessary for the City to respond to the security breach and Contractor shall be fully responsible for any damages associated with the Contractor's breach including but not limited to M.G.L. c. 214, s. 3B.

D. Rights to Data. The City and Contractor agree that as between them, all rights, including all intellectual property rights, in and to Data shall remain the exclusive property of the City, and Contractor has a limited, non-exclusive license to access and use the Data as provided to Contractor solely for performing its obligations under the Contract. "Data" means any information, or other content that the City, the City's employees, agents and end users upload, create or modify using the software, goods or services pursuant to this Contract. Data also includes user identification information and metadata which may contain Data or from which the City's Data may be ascertainable. Nothing herein shall be construed to confer any license or right to the Data, including user tracking Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of Data by Contractor or third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" means the data

[1] "Information Technology" includes, but is not limited to, all electronic technology systems and services, automated information handling, system design and analysis, conversion of data, computer programming, information storage and retrieval, and telecommunications which include voice, video, and data communications.

mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized. City may access and download the Data during the Term of this Agreement.

E. Work for Hire. If Deliverables are identified as works made for hire, this paragraph applies. All rights in deliverables made by either party under this Contract, including all rights, title and interest in all intellectual property rights, are works made for hire and shall be owned by the City of Boston. To the extent, if any, that City does not own full right, title and interest in and to the deliverables pursuant to the previous sentence, Contractor hereby assigns all right, title and interest in the deliverables made or created by Contractor alone or jointly with others under this Contract, to the City. Contractor shall retain all right, title and interest and all proprietary rights in and to any methods, materials, technologies, tools (including software tools), design code, templates, applications, techniques and other know-how developed by or for Contractor prior to and/or independent of the services provided hereunder.

1.2 Background information

This statewide contract will be replacing the following statewide contract currently in place:

- FAC64: Security, Surveillance, and Access Control Systems

Vendors on the current FAC64 Security, Surveillance, and Access Control Systems contract will be grandfathered into this contract and will not be required to submit new bids. However, they will be subject to the terms and conditions of this new contract and will have to submit updated price files and other required documentation in order to remain on contract.

1.3 Number of awards

The target maximum number of Contractors per category is listed below. This is a target number; the SSST may award more or fewer Statewide Contracts if it is in the best interests of the Commonwealth to do so.

Category Number	Category Description	Number of Awards
Category 1	Catalog Sales	5 or more
Category 2	Security Equipment and Related Services (Including Network Based)	20 or more
Category 2A	Security Monitoring Services	10 or more
Category 3	Locks, Accessories, and Related Equipment	20 or more

1.4 Adding Contractors after initial Statewide Contract award

This contract will be an open enrollment contract. If necessary to meet the needs of the Commonwealth, the contract will be reopened periodically to obtain additional bids.

1.5 Acquisition Method(s)

The acquisition method(s) to acquire goods and/or services from this Solicitation are outright purchase and Tax Exempt Lease Purchase (TELP) by using the Statewide Contract for TELP financing.

1.6 Contract Duration

Initial term of this Contract is three (3) years. In addition, this Contract has two options to renew of up to two (2) years each with a maximum Contract term of seven (7) years (including the initial term and all possible renewal options).

1.7 Performance and payment time frames which exceed Contract duration

All term leases, rentals, maintenance or other agreements for services entered into during the duration of this Contract and whose performance and payment time frames extend beyond the duration of this Contract shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). No written agreement shall extend more than 3 years beyond the final termination date of this Statewide Contract. No new leases, rentals, maintenance or other agreements for services may be executed after the Contract has expired.

1.8 Estimated Value of the Contract

Please refer to the "Estimated Value (US$)" and "Estimated Units" fields indicated on the Summary tab for this Solicitation on Comm-PASS. The Commonwealth makes no guarantee that

(FORM CM-06)

CERTIFICATE OF AUTHORITY

(For Corporations Only)

May 13, 2019
(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 13 day of May 20 19 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 BriefCam maintenance coverage for one year, including access to BriefCam technical support,
(Describe Service)
BriefCam version upgrade to V4.3.0, procurement of an additional 100 BriefCam licenses (to include maintenance support), and corresponding BriefCam training.
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

_____
(Name)
is the duly elected President/CEO of this
(Position)
corporation.

Attest:

(Affix Corporate Seal Here)

Kate Waldman
(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

(PUB July 2012)

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:

BriefCam maintenance coverage for one year, including access to BriefCam technical support, BriefCam version upgrade to V4.3.0, procurement of an additional 100 BriefCam licenses (to include maintenance support), and corresponding BriefCam training.

in accordance with the terms of the accompanying contract documents.

B. The Contractor is a/an:

MA 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 (Street)

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:

*If individual, use Social Security Number 04-3141040

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 an 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)

(FORM CM-14)

CERTIFICATE FOR "NO RISK" CONTRACTS

TO: **CORPORATION COUNSEL**

FROM: Mayor's Office of Emergency Management
(Department or Agency)

This is to certify that I have reviewed the attached contract with

Lan-Tel Communications, Inc.
Vendor/Contractor

for

BriefCam maintenance coverage for one year, including technical support, BriefCam upgrade to V4.3.0,

an additional 100 BriefCam licenses (to include maintenance support) and corresponding training.
Nature of Service

and it is my belief that there is little or no risk of default or unsatisfactory performance by the vendor/contractor.

Awarding Authority/Official

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

(PUB July 2012)

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.

APPROVED AS TO FORM BY CORPORATION COUNSEL MAY 9, 2006
(PUB 2012)

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

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-TELCommunications, 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

(Form LW-2)
(2/19)

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

Company address 1400 Providence Highway, Suite 3100, Norwood, MA 02062
Street City Zip/State

Telephone #: 781-352-4134 E-Mail: kwaldron@lan-tel.com

Part 2: 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 covered employees in each wage range. **Remember, Covered Employees are only those employees that expend work hours on the contract.**

JOB TITLE	< $15.31/hr	$15.31/hr-$17.50/hr	$17.51/hr-$20.00/hr	> $20.01/hr
telecommunications apprentice		1		
telecommunications technician				3

B. Total number of Covered Employees: 4

C. Number of Covered Employees who are Boston residents: 1

D. Number of Covered Employees who are minorities: 1

E. Number of Covered Employees who are women: 0

Part 3: 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 company and as such must comply with its collective bargaining agreement and draw its employees from the labor pool of IBEW local 103. In addition, LAN-TEL is an active participant of the Mass Girls in Trade organization events and recently sponsored its Spring 2019 work-shop to train student leaders. LAN-TEL is also a participant in the Building Pathways organization whose goal is to help provide opportunities for Boston residents, minorities and women.

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

LAN-TEL 's employees are trained via a 5-year apprenticeship training program offered by IBEW Local 103 and funded in part by LAN-TEL. Additionally, LAN-TEL provides continuous on-the-job training for all of its employees

Describe the potential for advancement and raises for Covered Employees:

LAN-TEL mentors and trains all of its employees on an ongoing basis to help prepare them for advancement. Employee raises are dictated by the IBEW collective bargaining agreement

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:

The number of jobs will remain the same.

Part 4: Subcontracts:

List all service subcontracts either awarded or that will be awarded to vendors with funds from the service contract:

SUBCONTRACTOR	ADDRESS	AMOUNT OF SUBCONTRACT
None		

NOTE: Any Covered Vendor awarded a service contract **must notify** the contracting department and the Living Wage Division 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 5: 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, Joseph H. Bodio *(authorized representative of the Covered Vendor)* on behalf of 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 May 14, 2019 Date

President/CEO
Position with Covered Vendor

CITY OF BOSTON
JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION ● (617) 918-5236

VENDORS LIVING WAGE AFFIDAVIT

Any for-profit or not-for-profit vendor who employs at least 25 full-time equivalents (FTEs) and 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 $15.31 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 Boston Jobs and 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, or your contracting department.*

Part 1: VENDOR INFORMATION:

Name of vendor: LAN-TEL Communications, Inc.

Contact person: Kate Waldron

Vendor address: 1400 Providence Highway, Suite 3100, Norwood, MA 02062
Street City State/Zip code

Telephone #: 781.352.4134 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:
Briefcam Maintenance Project

Contracting City of Boston department: Office of Emergency Management

Start date of contract: 5/15/2019 End date of contract: 5/15/2020

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 company-wide (full time + combined part-time employees) (Example: 24 full-time staff + 2 part-time staff working 20 hours a week = 25 FTEs.)
   150

3. Total number of individual employees who will be assigned to work on the above-stated contract:
   4

4. Do you anticipate hiring any additional employees to perform the work of the service contract?

   ☐ Yes ☑ No

   If yes, how many additional FTEs 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; or

☐ 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; or

☐ 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; or

☐ 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 contract violates the following state or federal statutory, regulatory or constitutional provision(s):

State the specific state or federal statutory, regulatory or constitutional provision(s), 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 provision(s) 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(s) 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: 5/14/2019

PRINTED NAME: Joseph H. Bodio

TITLE: President/CEO

B

Sarah Plowman <sarah.plowman@boston.gov>

Requesting quote through MA State Contract FAC64 for BriefCam

Sarah Plowman <sarah.plowman@boston.gov> Wed, Apr 24, 2019 at 12:39 PM
To: Eric Johnson <ejohnson@lan-tel.com>, Kate Waldron <kwaldron@lan-tel.com>

Hello Eric and Kate,

I'm emailing to ask for a quote from you, under MA State Contract FAC64, that includes both BriefCam Maintenance/Support, upgrade, training, and additional licenses. Please see attached statement of work document for more detail. Please email me the quote by April 29.

If you have any questions, please let me know.

Thank you,
Sarah Plowman

--

Sarah Plowman
Regional Planner
Mayor's Office of Emergency Management
Boston City Hall, Room 204

One City Hall Square | Boston, MA 02201
Phone: 617.635.1400
Fax: 617.635.2974

Request for Quotes for BriefCam.pdf
68K

April 24, 2019
Statement of Work for MBHSR BriefCam Maintenance and Additional Licenses

The City of Boston, Office of Emergency Management, on behalf of the Metro Boston Homeland Security Region, is requesting a quote to be made under Massachusetts Statewide Contract FAC64, for the following:

- BriefCam maintenance coverage for one year (May 15, 2019 – May 14, 2020), to also include access to BriefCam Technical Support.
- BriefCam version upgrade:
    - Current product: Syndex Pro EP+, Syndex Pro EP, Syndex Pro FS
    - Upgrade from V4.2.0 (current) to V4.3.0
- Procurement of an additional 100 BriefCam Camera Licenses, which will also include maintenance support.
- Also to include any corresponding training on the BriefCam software.
- Quote should reference pricing made under FAC64.

Please send a quote via email (sarah.plowman@boston.gov) by end of day Monday, April 29, 2019.

B

Sarah Plowman <sarah.plowman@boston.gov>

Revised - Statement of Work for MBHSR BriefCam

Kelly Cinelli <kcinelli@lan-tel.com> Mon, Apr 29, 2019 at 2:35 PM
To: Sarah Plowman <sarah.plowman@boston.gov>
Cc: Eric Johnson <ejohnson@lan-tel.com>

I have attached a revised proposal with 2% off both sections.

Thanks,
Kelly

Kelly Cinelli

Marketing Manager

1400 PROVIDENCE HIGHWAY, SUITE 3100, NORWOOD, MA 02062

T 781-680-5907 | M 774-218-6490

Kcinelli@lan-tel.com | **www.lan-tel.com**

FOLLOW US: Twitter | LinkedIn | Facebook

This email and any files transmitted with it are confidential information of LAN-TEL Communications, Inc. and intended solely for the use of the individual or entity to whom they are addressed. If you are not the intended recipient you hereby are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this email or the information contained in, or attached to, this email is strictly prohibited. If you have received this e-mail in error, please immediately notify the sender and delete this e-mail from your computer system.

2 attachments

image001.jpg
16K

Briefcam4292019.pdf
226K

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

April 29, 2019

To: Sarah Plowman

From: Eric Johnson
LAN-TEL Communications

RE: MBHSR Briefcam Maintenance and Additional Licenses

We are delighted to have you as a member of the BriefCam User Community and sincerely appreciate that you selected BriefCam as your video analytics solution. We value the investment you have made in BriefCam, and we want to make sure that you maximize the return on that investment by benefiting from all the capabilities of our recent and future releases, as well as our help desk support services.

BriefCam Inc, will be supplying Boston UASI with a Version Upgrade remotely for the products purchased on 2/14/2017 through LAN-TEL Communications Purchase Order Number 17-0050-20070034.

Product Details Current Products: Syndex Pro EP+ Syndex Pro EP Syndex Pro FS
Current Version Number: V4.2.0 Upgrade to Version Number: V4.3.0

The Maintenance Renewal Coverage is for a one-year period which also ensures the customer withaccess to BriefCam's Technical Support from 5/15/2019 through 5/14/2020.

Cost Breakdown

BriefCam maintenance coverage for one year (May 15, 2019 – May 14, 2020), to also include access to BriefCam Technical Support.

BriefCam version upgrade:

- Current product: Syndex Pro EP+, Syndex Pro EP, Syndex Pro FS
- Upgrade from V4.2.0 (current) to V4.3.0

Cost:	**$31,812.50**

100 BriefCam Camera Licenses, which will also include maintenance support with FAC 64/2 percent discount.

Cost:	**$42,600.00**
Total:	**$74,412.50**
FAC64 Discount – 2%	($1,488.25)
Total Cost:	**$72,924.25**

Sarah Plowman <sarah.plowman@boston.gov>

BriefCam Contract Documents (time-sensitive)

Sarah Plowman <sarah.plowman@boston.gov> Wed, May 1, 2019 at 2:32 PM
To: Kate Waldron <kwaldron@lan-tel.com>
Cc: Eric Johnson <ejohnson@lan-tel.com>

Hello Kate,

Thank you for your submission of a quote for the BriefCam software maintenance, support, upgrade, and training, as well as procurement of additional licenses. We are pleased to award LAN-TEL the contract.

I've attached the necessary forms below, which include:

- CM10/11 (and IT supplemental CM11)
- CM06
- CM09
- CM15 A/B or C
- CM16
- LW2
- LW8
- FAC64 RFR (for reference only) which allows us to enter into this contract even though it is soon expiring (see section 1.7) so long as we execute this contract prior to its expiration of May 31, 2019. *Therefore, please return all forms at your earliest convenience so that we can ensure timely processing!*

Please return the hard copy, blue ink, wet signature forms to me as soon as possible at:
City of Boston
Office of Emergency Management
Boston City Hall, Room 204
Boston MA 02201
Attn: Sarah Plowman

Please let me know if you have any questions.
Thanks so much,
Sarah

--

Sarah Plowman
Regional Planner
Mayor's Office of Emergency Management
Boston City Hall, Room 204

One City Hall Square | Boston, MA 02201
Phone: 617.635.1400
Fax: 617.635.2974

10 attachments

CM10-11-Supplemental C48309.pdf
164K

certificate_of_authority_form_cm-06 C48309.pdf
38K

contractor_certification_form_cm-09 C48309.pdf
43K

cori_compliance_standards_final_-_form_cm-15b_june_2014.pdf
14K

cori_compliance_certification_final_form_cm-15a.pdf
922K

cori_compliance_waiver_final_form_cm-15c.pdf
1288K

wage_theft_prevent_form_cm-16.pdf
929K

lw-8_fy_2020.pdf
662K

lw-2_fy_2020.pdf
1168K

FAC64Request_for_Response_Rev3_1.pdf
508K

COMMBUYS

OPERATIONAL SERVICES DIVISION

Master Blanket Purchase Order PO-14-1080-OSD01-OSD10-00000000102

Header Information

Purchase Order Number:	PO-14-1080-OSD01-OSD10-00000000102	**Release Number:**	0	**Short Description:**	FAC64 - Security, Surveillance, Monitoring and Access Control Systems
Status:	3PS - Sent	**Purchaser:**	Ashish Patel	**Receipt Method:**	Quantity
Fiscal Year:	2014	**PO Type:**	Blanket	**Minor Status:**	
Organization:	Operational Services Division				
Department:	OSD01 - Operational Services Division	**Location:**	OSD10 - Ashburton RM1017	**Type Code:**	Statewide Contract
Alternate ID:		**Entered Date:**	03/20/2014 03:01:08 PM	**Control Code:**	
Days ARO:	0	**Retainage %:**	0.00%	**Discount %:**	0.00%
Print Dest Detail:	If Different				
Catalog ID:		**Release Type:**	Direct Release	**Pcard Enabled:**	No
Contact Instructions:	Ashish Patel, Strategic Sourcing Services Lead | Address: One Ashburton Place Room 1017 Boston, MA 02108 | Phone: 617-720-3190 | Email: ashish.s.patel@state.ma.us	**Tax Rate:**		**Actual Cost:**	$0.00
Special Instructions:					
Agency Attachments:	**December 2018 FAC64_LANTELCommunications_PriceFileCat2 Version 2.xlsx**				
Vendor Attachments:					

Primary Vendor Information & PO Terms

Vendor:	**203293 - LAN-TEL Communications, Inc** Kate Waldron LAN-TEL Communications, Inc. 1400 Providence Highway, Suite 2000 Norwood, MA 02062 US Email: kwaldron@lan-tel.com	**Payment Terms:**	**Shipping Method:**
		Shipping Terms:	**Freight Terms:**

Phone: (781)551-8599
FAX: (781)551-8667
Website: http://www.lan-tel.com

PO Acknowledgements:

Document	Notifications	Acknowledged Date/Time
Change Order 1	Emailed to kwaldron@lan-tel.com at 10/31/2014 04:07:32 PM	10/31/2014 04:19:08 PM
Change Order 2	Emailed to kwaldron@lan-tel.com at 12/24/2014 03:29:59 PM	12/29/2014 08:33:52 AM
Change Order 3	Emailed to kwaldron@lan-tel.com at 01/14/2015 02:12:00 PM	01/14/2015 02:20:29 PM
Change Order 4	Emailed to kwaldron@lan-tel.com at 03/18/2015 10:08:04 AM	
Change Order 5	Emailed to kwaldron@lan-tel.com at 03/18/2015 10:20:10 AM	04/17/2015 10:09:18 AM
Change Order 6	Emailed to kwaldron@lan-tel.com at 01/28/2016 04:51:27 PM	01/29/2016 02:44:12 PM
Change Order 7	Emailed to kwaldron@lan-tel.com at 11/14/2017 03:52:47 PM	12/01/2017 02:05:33 PM
Change Order 8	Emailed to kwaldron@lan-tel.com at 03/02/2018 01:42:33 PM	03/19/2018 02:49:48 PM
Change Order 9	Emailed to kwaldron@lan-tel.com at 08/13/2018 03:26:44 PM	
Change Order 10	Emailed to kwaldron@lan-tel.com at 10/30/2018 12:04:36 PM	11/07/2018 09:13:47 AM
Change Order 11	Emailed to kwaldron@lan-tel.com at 12/07/2018 01:44:11 PM	02/28/2019 04:27:29 PM

Master Blanket/Contract Vendor Distributor List

Vendor ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
203293	*LAN-TEL Communications, Inc*	*Email*	**Active**

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 06/11/2010 **Master Blanket/Contract End Date:** 05/31/2019

Cooperative Purchasing Allowed: Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	$0.00	$2,864,298.20	$0.00

Item Information

1-5 of 48
1 2 3 4 5 6 7 8 9 10

Print Sequence # 1.0, Item # 1: Aiphone- Approved Manufacturer's Products, Category 2 Security Equipment, Systems and Related Services, Certified to Sell, Install and Service, Discount Off : 22%, (Please check attachments for rates and call for quote) 3PS - Sent

UNSPSC Code: 46-17-00
Security surveillance and detection

OPERATIONAL SERVICES DIVISION

Contract User Guide for FAC64

FAC64: Security, Surveillance, Monitoring and Access Control Systems

UPDATED: 3/15/2019

Contract #:	FAC64
MMARS MA #:	FAC64*
Initial Contract Term:	06/01/2013 – 5/31/2018
Maximum End Date:	5/31/2019
Current Contract Term:	06/01/2013 – 5/31/2019
Contract Manager:	Ashish Patel, 617-720-3190, ashish.s.patel@mass.gov
This Contract Contains:	Small Business Purchasing Program (SBPP), Prompt Payment Discounts (PPD), and Supplier Diversity Office (SDO) Contractors
UNSPSC Codes:	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
- Emergency Services
- Shipping/Delivery/Returns
- Additional Information
- 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.

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

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

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. 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.

Chapter 30B Procurement Assistance from the Office of the Inspector General is available at mass.gov/ig/procurement-assistance. Access the 30B Hotline at 617-722-8838 or email them at: 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.

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.

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.

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.

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.

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

Contractor List and Information*

Vendor	Master Blanket Purchase Order #	Contact Person	Phone #	Email	Categories	PPD
**Conversion Vendor Category 1 Catalog Sales	PO-17-1080-OSD03-SRC3-9509	Ashish Patel	617-720-3190	ashish.s.patel@mass.gov	1	NA
**Conversion Vendor Category 2 Security Equipment, Systems, and Related Services	PO-17-1080-OSD03-SRC3-9506	Ashish Patel	617-720-3190	ashish.s.patel@mass.gov	2	NA
**Conversion Vendor Category 2A Security Monitoring Services	PO-17-1080-OSD03-SRC3-9511	Ashish Patel	617-720-3190	ashish.s.patel@mass.gov	2A	NA
**Conversion Vendor Category 3 Locks, Accessories, and Related Equipment	PO-17-1080-OSD03-SRC3-9512	Ashish Patel	617-720-3190	ashish.s.patel@mass.gov	3	NA
Access Control Systems Inc.	PO-14-1080-OSD01-OSD10-00000000037	Charles R. Patterson	603-249-9820	charlie@a-c-s.biz	2	2% - 10 days 1.5% - 15 days 1% - 20 days
Advanced Alarm Systems Inc.	PO-14-1080-OSD01-OSD10-00000000039	Kevin C Fitzpatrick	508-726-4564	kevin@80044alarm.com	2, 2A	2% -10 days 1.5% -15 days 1% -20 days

OPERATIONAL SERVICES DIVISION

Vendor	Master Blanket Purchase Order #	Contact Person	Phone #	Email	Categories	PPD
American Alarm	PO-14-1080-OSD01-OSD10-00000000040	Barry Chisholm	781-641-2000	comm-pass@americanalarm.com	2, 2A, 3	1% -10 days
Autoclear LLC	PO-14-1080-OSD01-OSD10-00000000041	Alan Martin	973-826-0504	alanm@a-clear.com	1	1% -10 days
Aventura	PO-14-1080-OSD01-OSD10-00000000042	Lavonne Lazarus	631-300-4000 Ext. 7125	llazarus@aventuracctv.com	1	2% -10 days 1.5% -15 days 1% -20 days .50% -30 days
BCM Controls Corporation	PO-14-1080-OSD01-OSD10-00000000044	Steven Feinberg	781-933-8878	feinbergs@bcmcontrols.com	2	3% -10 days 3% -15 days 2% -20 days 1% -30 days
CEIA USA Ltd.	PO-14-1080-OSD01-OSD10-00000000045	Luca Cacioli	330-405-3190	sales@ceia-usa.com	1	8% -10 days 5% -15 days 1% -20 days
Convergint Technologies (formerly Go Technologies)	PO-14-1080-OSD01-OSD10-00000000055	Michael Kotwicki	508-898-2077	mike.kotwicki@convergint.com	1, 2, 3	2% -10 days 1% -15 days 1% -20 days
Dugmore & Duncan, Inc.	PO-14-1080-OSD01-OSD10-00000000046	Skip Reid	339-788-2019	skip@dugmore.com	3	2% -10 days
Electronic Security Control Systems	PO-14-1080-OSD01-OSD10-00000000047	Ben Jacobellis	781-271-0830	benny3@escsinc.com	1, 2, 3	3% -10 days 2% -15 days 1.5% -20 days

Vendor	Master Blanket Purchase Order #	Contact Person	Phone #	Email	Categories	PPD
ECI Systems, LLC (formerly NET Technologies)	PO-18-1080--SRC01-11967	Justin Davis	800-639-2086	justin.davis@ecintegrated.com	2	1% -20 days
ENE Systems	PO-14-1080-OSD01-OSD10-00000000048	Jill Murray	781-828-6770	jmurray@enesystems.com	1, 2, 2A	2% -10 days 1% -15 days 1% -20 days 1% -30 days
FTG Security	PO-14-1080-OSD01-OSD10-00000000095	Brian Ingalls	339-502-6619	bingalls@isyscc.com	2	3% -10 days 3% -15 days 1% -20 days
Galaxy Integrated Technologies	PO-14-1080-OSD01-OSD10-00000000054	John Gulezian	617-202-6388	johng@galaxyintegrated.com	2	3% -10 days 2% -15 days 1% -20 days
Graybar Electric Company Inc.	PO-14-1080-OSD01-OSD10-00000000057	Michael Teahan	617-721-4041	michael.teahan@graybar.com	1	1% -10 days
Industrial Video Control	PO-14-1080-OSD01-OSD10-00000000091	Dipak Sagar	617-467-3059 ext. 122	dsagar@ivcco.com	1	3% -10 days 3% -15 days 3% -20 days 2% -30 days
Ironman Inc.	PO-14-1080-OSD01-OSD10-00000000097	James L. Hatch	989-386-8975	ironman@ironmans.net	1	4% -10 days 3% -15 days 2% -20 days 1% -30 days

Vendor	Master Blanket Purchase Order #	Contact Person	Phone #	Email	Categories	PPD
(J&M Brown Company, Inc.) Spectrum Integrated Technologies	PO-14-1080-OSD01-OSD10-00000000098	Steven A. Feldman	617-522-8800	sfeldman@spectrumit.com	2	1% -10 days 1% -15 days 0.50% -20 days
Lan-Tel Communications, Inc.	PO-14-1080-OSD01-OSD10-00000000102	Kate Waldron	781-551-8599	kwaldron@lan-tel.com	2	2% -10 days 1.50% -15 days 1.25% -20 days 1% -30 days
MEC Technologies LLC	PO-14-1080-OSD01-OSD10-00000000104	James Brookshire	978-935-3118	jbrookshire@themecteam.com	2	2.% -10 days 1.5% -15 days 1.25% -20 days 1% -30 days
Minuteman Security Technologies	PO-14-1080-OSD01-OSD10-00000000110	Joseph Lynch	978-783-0018	jlynch@minutemanst.com	2, 2A, 3	2% -10 days 1% -15 days 0.5% -20 days
Pasek Corporation	PO-14-1080-OSD01-OSD10-00000000112	David Alessandrini	617-269-7110	dalessandrini@pasek.com	2A, 3	3.% -10 days 2.5% -15 days 2% -20 days 1% -30 days

Vendor	Master Blanket Purchase Order #	Contact Person	Phone #	Email	Categories	PPD
Red Hawk Fire & Security, LLC	PO-14-1080-OSD01-OSD10-00000000115	Lisa Wallace	508-967-1616	lisa.wallace@redhawkus.com	2	2% -10 days 2% -15 days
Setronics Corp	PO-14-1080-OSD01-OSD10-00000000117	Greg Riedel	978-671-5450	griedel@setronics.com	2	1.25% -10 days 1.% -15 days
Siemens Industry Inc.	PO-14-1080-OSD01-OSD10-00000000119	Jonathan Hipsh	857-205-7598	jonathan.hipsh@siemens.com	2	1% -30 days
Signet Electronic Systems, Inc.	PO-14-1080-OSD01-OSD10-00000000121	Gregory S. Hussey	781-871-5888 ext. 1105	greg.hussey@signetgroup.net	2	2.5% -10 days 1.5% -15 days 1% -20 days
Stone & Berg Company, Inc.	PO-14-1080-OSD01-OSD10-00000000123	Jennie Pagano	508-753-3551	stoneandberg@aol.com	1	2% -10 days 2% -15 days 2% -20 days
Sullivan and McLaughlin	PO-14-1080-OSD01-OSD10-00000000125	Will Bissonnette	617-474-0500 ext. 259	wbissonnette@sullymac.com	2	3% -10 days 3% -15 days 2% -20 days 2% -30 days
Surveillance Specialties, Ltd.	PO-14-1080-OSD01-OSD10-00000000128	Michael A. DeVita III	781-760-5148	michael.devita3@securadyne.com	2, 3	1.75% -10 days 1.5% -15 days 1.25% -20 days

OPERATIONAL SERVICES DIVISION

Vendor	Master Blanket Purchase Order #	Contact Person	Phone #	Email	Categories	PPD
Tyco Integrated Security LLC	PO-14-1080-OSD01-OSD10-00000000130	Tom Maciag	508-479-0721	tmaciag@tyco.com	1, 2, 2A	2% -10 days 1% -15 days
Valley Communications Systems, Inc.	PO-14-1080-OSD01-OSD10-00000000132	Ken MacLeod	413-592-4136	kenm@valleycommunications.com	2	2% -10 days
Wayne Alarm Systems, Inc.	PO-14-1080-OSD01-OSD10-00000000133	Jeff Kahn	781-595-0000	jkahn@waynealarm.com	2, 2A	2% -10 days 2% -15 days 1% -20 days 1% -30 days

*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]

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE FOR ADMINISTRATION AND FINANCE

OPERATIONAL SERVICES DIVISION

ONE ASHBURTON PLACE, 10TH FLOOR, ROOM 1017, BOSTON, MASSACHUSETTS 02108-1552

Request for Response (RFR)

Document Title: Security, Surveillance, Monitoring and Access Control Systems

Document Number: FAC64

Amended April 9, 2013. All amendments shown in red.

Please Note: This is a single document associated with a complete Solicitation that can be found on Comm-PASS. All Bidders are responsible for reviewing and adhering to all information, forms and requirements found in all tabs and related forum records for the entire Solicitation. To locate the Solicitation associated with this document, go to www.comm-pass.com, select the "Search for solicitations" link, enter the above Document Number in the "Document Number" field, and select the "Search" button. Bidders who need help regarding Comm-PASS navigation may refer to the Comm-PASS Resource Center at www.mass.gov/osd for documents and guides. Bidders may also contact the Comm-PASS Helpdesk at comm-pass@state.ma.us or the Comm-PASS Helpline at 1-888-MA-STATE. The Helpline is staffed from 7:30 AM to 5:00 PM Monday through Friday Eastern Standard or Daylight time, as applicable, except on federal and state holidays.

Document Sensitivity Level: High during development; **Low** once published.

1 RFR INTRODUCTION AND GENERAL DESCRIPTION 1

1.1 Procurement Scope and Description 1
1.2 Background information 2
1.3 Number of awards 2
1.4 Adding Contractors after initial Statewide Contract award 2
1.5 Acquisition Method(s) 2
1.6 Contract Duration 2
1.7 Performance and payment time frames which exceed Contract duration 2
1.8 Estimated Value of the Contract 2
1.8.1 Basis for estimated dollar value for this Statewide Contract (including all options to renew) 3

2 ESTIMATED PROCUREMENT CALENDAR 4

2.1 Written questions via the Online Bidders' Forum 5
2.2 Locating an Online Bidders' Forum 6
2.3 Site Inspection 6
2.4 Debriefing 6

3 SPECIFICATIONS 7

3.1.1 Authorized Reseller/Dealer 7
3.1.2 S-License Requirements and Certificate of Clearance 7
3.1.3 Background/CORI check requirements 7
3.1.4 Subcontractors 7
3.1.5 Company experience 8
3.1.6 Professional Qualifications, Certifications and Licenses 8
3.1.7 References 9
3.1.8 Financial stability including bankruptcy, litigation and contract defaults 9
3.1.9 Notification of Bankruptcy Proceedings or Acquisition by Third Party 12
3.2 Employee requirements 12
3.3 Insurance 12
3.4 Commodity Specifications 14
3.4.1 Recalls 14
3.4.2 Approvals and standards (UL, CE, FCC, FDA, ASTM, IEEE) 14
3.4.3 Warranties and guarantees 14
3.4.4 Extended Warranties 15
3.4.5 Maintenance Parts Obsolescence 15
3.4.6 Defective Equipment 15
3.4.7 Substantial Impairment 15
3.4.8 As built documentation or manuals 16
3.5 Service Specifications 16
3.5.1 Service Call Responsibility 16

Document Sensitivity Level: High during development; **Low** once published.

3.5.2 Proprietary Software Exclusion Statement....16
3.5.3 Loaner Equipment....17
3.5.4 Technical Support....17
3.5.5 Pre-installation....17
3.5.6 Installation....17
3.5.7 Post-installation....18
3.5.8 Anticipated service disruption....18
3.5.9 Emergency response plans/preparedness....19
3.5.10 Training & training materials....19
3.5.11 Service Maintenance Agreements....19
3.5.12 Time & Material service and repairs....19
3.5.13 Geographic service and delivery areas....20
3.5.14 Statement of Work (SOW) Considerations....20
3.6 Environmental Specifications....20
3.6.1 Executive Order 515, Establishing an Environmental Purchasing Policy....20
3.6.2 Environmental Plan....21
3.6.3 Equipment and Supply Packaging....22
3.6.4 Equipment Design....22
3.6.5 Toxics Reduction....22
3.6.6 End-of-Life Management....23
3.7 Compensation Structure/Pricing....23
3.7.2 Invoicing and Cost Reconciliation....26
3.7.3 Delivery Requirements....26
3.7.4 No Surcharges....27
3.7.5 No pre-payments....27
3.7.6 Payments to Vendors....28
3.7.7 Prevailing Wage....28
3.8 Supplier Diversity Program (SDP) Plan....29
3.8.1 Subcontracting:....29
3.8.2 Ancillary Uses of Certified M/WBE Firm(s):....29
3.8.3 Growth and Development:....30
3.9 Participation in the OSD's Annual Marketing Event, MASS*buys*....30
3.10 Requirements for Doing Business After a Contract Has Been Awarded....31
3.10.1 Statewide Contract Administration Fee and Report....31
3.10.2 Quarterly Sales / Engagement Reports....33
3.10.3 Minimum amount of business with this Contract....33
3.10.4 Restrictions on Statewide Contract use or identification of similar Statewide Contracts 33
3.10.5 Security and confidentiality....33
3.10.6 Contract Management (Contractor's interface with Commonwealth's Contract Manager) 34
3.10.7 Publication of Product Lists....35
3.10.8 Contract Website and Online Ordering System....35
3.10.9 Orders (Contractor's Interface with Commonwealth Agencies)....36
3.10.10 Continued Qualification Based on Performance....37
3.10.11 Contractor Transition....37
3.10.12 Alternatives....37

3.10.13 Failure to perform contractual obligations 37

4 EVALUATION CRITERIA 39

4.1 Mandatory requirements 39
4.2 Desirable specifications 39
4.3 Alternatives 39
4.4 Evaluation Components 39
4.4.1 Price 39
4.4.2 Supplier Diversity Plan (formerly Affirmative Market Plan) (minimum of 10% weight) 40
4.4.3 Company experience 40
4.4.4 Mandatory License Requirements, if any 40
4.4.5 Employee requirements 40
4.4.6 Financial stability including DUNS report, bankruptcy, litigation and contract defaults 40
4.4.7 Compliance with Insurance Requirements 40
4.4.8 References and reference information and/or requirements 40
4.4.9 Environmental specifications 40
4.4.10 Online/web capability 40
4.4.11 Other desirable or optional specifications 40

5 HOW TO SUBMIT A BID RESPONSE 41

5.1 Bid Response Method 41
5.2 SmartBid Training 41
5.3 SmartBid Support 41
5.4 Bid Response Deadline 41
5.5 Bid Package 42
5.6 Bid Response Contents 42
5.6.1 RFR Submission Checklist 42
5.6.2 Bidder Qualification Response Form 42
5.6.3 Price Files 42
5.6.4 Prompt Payment Discount Form 42
5.6.5 Additional Environmentally Preferable Products/Practices Form 42
5.6.6 Supplier Diversity Program Plan (SDP) 42
5.6.7 Proof of Insurance 42
5.6.8 Open Ratings/Dun & Bradstreet 42
5.6.9 S-License 42
5.6.10 Business References 42
5.6.11 Other Professional Certifications 42
5.6.12 Additional attachments 42
5.6.13 Additional Bid Response Terms 43
5.7 Bid Response Materials 43
5.7.1 Electronic Signatures 43
5.7.2 Ink Signatures 43
5.8 Limits and Restrictions 44

5.8.1 File Naming Conventions 44
5.8.2 File Size Limits 44
5.8.3 Duplicate File Names Not Accepted 44
5.8.4 File Format Restrictions 45
5.8.5 Documents and items that can not be submitted electronically 45
5.9 Withdrawing a Response 45
5.9.1 Prior to Close Date 45
5.9.2 After Close Date 45

6 APPENDIX 1 – REQUIRED TERMS FOR ALL STATEWIDE RFRS 46

6.1 General Procurement Information 46
6.1.1 Access to security-sensitive information 46
6.1.2 Alterations 46
6.1.3 Bidder's Contact Information 46
6.1.4 Comm-PASS SmartBid Subscription 46
6.1.5 Costs 47
6.1.6 Electronic Funds Transfer (EFT) 47
6.1.7 Minimum Bid Duration 47
6.1.8 Ownership of Submitted Responses 47
6.1.9 Prohibitions 48
6.1.10 Public Records Law 48
6.1.11 Reasonable Accommodation 48
6.1.12 System of Record 48
6.2 Evaluation – Best Value Selection and Negotiation 49
6.3 Terms and Requirements Pertaining to Awarded Statewide Contracts 49
6.3.1 Comm-PASS SmartBid subscription 49
6.3.2 Commonwealth Tax Exemption 49
6.3.3 Contractor's Contact Information 49
6.3.4 Contractual Status of Orders and Service Contracts 49
6.3.5 Electronic Procurement Systems (eProcurement) 49
6.3.6 Emergency Standby Commodities and/or Services 50
6.3.7 HIPAA: Business Associate Contractual Obligations 50
6.3.8 Pricing: Federal Government Services Administration (GSA) or Veteran's Administration Supply 51
6.3.9 Pricing 51
6.3.10 Publicity 51
6.3.11 Save Smart Program ($ave $mart) 51
6.3.12 Statewide Contractor Marketing Requirements 52
6.3.13 Subcontracting Policies 52
6.3.14 Transaction Fee 52

7 APPENDIX 2 – REQUIRED TERMS FOR ALL INFORMATION TECHNOLOGY STATEWIDE RFRS 53

7.1 Enterprise Policy and Standards **53**
7.2 Clarification of Language in Section 11, Indemnification of the Commonwealth Terms and Conditions **53**

8 APPENDIX 3 - INSTRUCTIONS FOR EXECUTION AND SUBMISSION OF COMMONWEALTH STANDARD FORMS **55**

8.1 Forms located on the Solicitation's Forms & Terms tab **55**
8.1.1 Commonwealth Standard Contract Form 55
8.1.2 Commonwealth Terms and Conditions 55
8.1.3 Request for Taxpayer Identification Number and Certification (Mass. Substitute W9 Form) 56
8.1.4 Contractor Authorized Signatory Listing 56
8.2 Forms located on the Solicitation's Specifications tab **57**
8.2.1 Supplier Diversity Program Plan Form 57
8.2.2 Additional Environmentally Preferable Products / Practices 57
8.2.3 Prompt Payment Discount Form 57
8.2.4 Business Reference Form 57

9 APPENDIX 4 – MASSACHUSETTS DEPARTMENT OF CORRECTION SECURITY REQUIREMENTS: **58**

9.1 Prison Rape and Elimination Act (PREA) **58**

10 GLOSSARY **60**

1 RFR INTRODUCTION AND GENERAL DESCRIPTION

1.1 Procurement Scope and Description

The Commonwealth of Massachusetts and the FAC64 Strategic Sourcing Services Team (SSST) are soliciting Bidders for 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. The resulting Contract will be the primary Statewide Contract used by Executive Agencies of the Commonwealth for the goods and services covered by the Contract. The Statewide Contract will also be available for use by other Eligible Entities listed on the Issuer tab on Comm-PASS. Each Commonwealth Agency and eligible entity is responsible for executing its own purchase orders and paying its own invoices for goods and/or services acquired from this Statewide Contract. Contractors will be responsible for marketing their goods and/or services to Commonwealth Agencies and other Eligible Entities.

Category 1 - Catalog Sales
The Bidder **must** be an authorized reseller or manufacturer (OEM) able to provide security equipment and supplies within the scope of this contract. Category 1 is **only** for catalog sales. No labor charges will be allowed under this category. Bidders in this category may offer extended warranties.

Category 2 - Security Equipment, Systems and Related Services (Including Network Based)
The Bidder **must** be an authorized reseller or manufacturer able to provide security integration services; specifically the Bidder **must** be able to provide equipment, systems, supplies, installation, design services, training, service and maintenance, and technical support for all equipment and related services. This includes, but is not limited to: the configuration and integration of security systems, cameras, access control systems, metal detectors and x-ray machines, ID systems and supplies, lobby turnstiles, vehicle access barriers, monitoring systems, command centers, racks, housings, security consoles, mounts, stand-alone computers, data storage, data transmission (both wired and wireless), and furniture when designed or purchased for use in a security application.

It is desirable that Bidders have in-house design capability and a demonstration center located in Massachusetts which Eligible Entities may visit and view prospective products. It is also desirable that Bidders have a bench repair center located in Massachusetts that provides factory authorized repair services.

Category 2A – Security Monitoring Services
The Bidder **must** be able to provide security monitoring services in at least two of the following types of locations: facilities (buildings, garages, tunnels, etc.), campuses (groups of buildings, that may include fencing and gates, etc.), and residential group homes. Category 2A is for monitoring services **only**. Bidders wishing to provide both monitoring and installation services must submit proposals under both Category 2 and Category 2A.

Category 3– Locks, Accessories and Related Equipment
The Bidder **must** be able to provide full service installation, maintenance, and catalog sales of locks, accessories, and related equipment. This includes, but is not limited to: padlocks, locks, keys, mortis locks, lock cylinders, auxiliary, deadbolt, door closures, key making machines, supplies and repair parts, handicap door openers, panic bars, hasps and hasps locks, high security locks and locking system items (jail and prison use), safes, and locksmith tools or security supplies.

1.2 Background information

This statewide contract will be replacing the following statewide contract currently in place:

- FAC64: Security, Surveillance, and Access Control Systems

Vendors on the current FAC64 Security, Surveillance, and Access Control Systems contract will be grandfathered into this contract and will not be required to submit new bids. However, they will be subject to the terms and conditions of this new contract and will have to submit updated price files and other required documentation in order to remain on contract.

1.3 Number of awards

The target maximum number of Contractors per category is listed below. This is a target number; the SSST may award more or fewer Statewide Contracts if it is in the best interests of the Commonwealth to do so.

Category Number	Category Description	Number of Awards
Category 1	Catalog Sales	5 or more
Category 2	Security Equipment and Related Services (Including Network Based)	20 or more
Category 2A	Security Monitoring Services	10 or more
Category 3	Locks, Accessories, and Related Equipment	20 or more

1.4 Adding Contractors after initial Statewide Contract award

This contract will be an open enrollment contract. If necessary to meet the needs of the Commonwealth, the contract will be reopened periodically to obtain additional bids.

1.5 Acquisition Method(s)

The acquisition method(s) to acquire goods and/or services from this Solicitation are outright purchase and Tax Exempt Lease Purchase (TELP) by using the Statewide Contract for TELP financing.

1.6 Contract Duration

Initial term of this Contract is three (3) years. In addition, this Contract has two options to renew of up to two (2) years each with a maximum Contract term of seven (7) years (including the initial term and all possible renewal options).

1.7 Performance and payment time frames which exceed Contract duration

All term leases, rentals, maintenance or other agreements for services entered into during the duration of this Contract and whose performance and payment time frames extend beyond the duration of this Contract shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). No written agreement shall extend more than 3 years beyond the final termination date of this Statewide Contract. No new leases, rentals, maintenance or other agreements for services may be executed after the Contract has expired.

1.8 Estimated Value of the Contract

Please refer to the "Estimated Value (US$)" and "Estimated Units" fields indicated on the Summary tab for this Solicitation on Comm-PASS. The Commonwealth makes no guarantee that

any commodities or services will be purchased from any Contract resulting from this Solicitation. Any estimates or past procurement volumes referenced in this Solicitation are included only for the convenience of Bidders, and are not to be relied upon as any indication of future purchase levels.

1.8.1 Basis for estimated dollar value for this Statewide Contract (including all options to renew)

The "Estimated Value (US$)" on the Summary tab for this Solicitation on Comm-PASS was based on the following: This Estimated Value was derived by reviewing Contractor reported sales to Eligible Entities for FY 2012 and multiplying by the maximum contract duration of seven years.

2 ESTIMATED PROCUREMENT CALENDAR

EVENT	DATE
Solicitation: Announcement of Intent to Procure	2/11/13
Solicitation: Release Date	3/25/13
Forum: Start date for Bidders to submit written questions to the Comm-PASS forum	3/26/13
Meeting: Webinar for Prospective Bidders **This is a webinar, which you will be able to join from anywhere as long as you have a computer with internet access and a phone.** In advance (10-15 minutes) of the meeting, please follow these steps: 1. On your computer go to: https://commonwealthofmass.centurylinkccc.com/CenturylinkWeb/ChazPlungis 2. On the "**Guest**" tab, enter your **name** and **email** and click "Join Meeting" 3. On the following screen (after a delay), enter your **phone number** into the "**Connect to the Meeting**" box and click "Connect me." The system will call your phone and you will hear everything that will be said at the meeting. **Note: Please test the system beforehand to make sure that all the necessary software has been downloaded and the pop-up blocker has been disabled for the meeting site.** **Back-up option for dialing into the conference line.** If you are unable to use the online participation option, please use the following number to dial in and listen to what is said at the meeting. Dial-in Number: **1-877-820-7831** Participant Code: **151288#**	~~3/27/13~~ ~~10:00am~~ 3/28/13 10:00am 4/3/13 10:00am
Forum: Deadline for submission of written questions	~~4/2/13~~ 4/5/13
Forum: Official answers published (Estimated)	~~4/5/13~~ 4/10/13

Document Sensitivity Level: High during development; **Low** once published.

Training for Online Submission **Bidders are strongly encouraged to attend a training session.** **To register for a training class send e-mail to: comm-pass@state.ma.us**	April 10th, 17th, and 24th 10:00am – 12:00pm 1:00pm – 3:00pm **Location: OSD Training Room, One Ashburton Pl, Room 1017, 10th Floor, Boston, MA 02108**
Solicitation: Online submission begins. Solicitation documents will not be amended after this date (the "Amendment Deadline" on Comm-PASS).	~~4/6/13~~ ~~2:00pm~~ 4/12/13 2:00pm
Solicitation: Close Date / Submission Deadline	4/26/13 2:00pm
Solicitation: Announcement of awarded Bidder(s) on Comm-PASS in the Solicitation Update tab (Estimated)	5/24/13
Contract: Estimated Contract Start Date	6/1/13

Times are Eastern Standard/Daylight Savings (US), as applicable. If there is a conflict between the dates in this Procurement Calendar and dates on the Solicitation's Summary tab or Forum pages, the dates on the Solicitation's Summary tab or Forum pages on Comm-PASS shall prevail. Any changes in the Estimated Procurement Calendar which are made after the RFR has been published will not result in amendments to the Estimated Procurement Calendar. Such changes will appear only on the Solicitation's Summary tab and/or related Forum pages on Comm-PASS. Bidders are responsible for checking the Solicitation's Summary tab and related Forum pages on Comm-PASS for Procurement Calendar updates.

2.1 Written questions via the Online Bidders' Forum

The Bidders' Forum or Online Forum is the opportunity for Bidders to ask written questions and receive written answers from the Strategic Sourcing Services Team (SSST) regarding this Solicitation. All Bidders' questions must be submitted through the Bidders' Forum found on Comm-PASS (See "Locating an Online Bidders' Forum," below). Questions may be asked only between the "QA Start" and "QA End" dates, when the "Ask a Question" link (located in the right-hand corner above the Forum's "Question/Answer" tab) is available.

Please note that any questions submitted to the SSST using any other medium (including those that are sent by mail, fax, email or voicemail, etc.) will not be answered. To reduce the number of redundant or duplicate questions, Bidders are asked to review all questions previously submitted to determine whether the Bidder's question has already been posted.

Bidders are responsible for entering content suitable for public viewing, since all of the questions are immediately accessible to the public. Bidders must not include any information that could be considered personal, security sensitive, inflammatory, incorrect, collusory, or otherwise objectionable, including information about the Bidder's company or other companies. The SSST reserves the right to edit or delete any submitted questions that raise any of these issues or that are not in the best interest of the Commonwealth or this Solicitation.

Only written response(s) posted on a Bidders' Forum which has been "finalized" will be binding on the Commonwealth. The last entry in a Forum's Summary tab indicates whether answers are final.

2.2 Locating an Online Bidders' Forum

- Go to www.comm-pass.com.
- Select the "FORUMS" tab from the main navigation bar.
- Select the "Search for Bidders' forum" link.
- Enter the Document Number appearing on the front of this document in the "Referenced Solicitation Number" field.
- Select the "Search" Button.
- Select the search results link appearing at the top of the Search page.
- Select the view icon (eyeglasses) to access the Forum. There may be more than one Bidders' Forum for a Solicitation.

2.3 Site Inspection

The Contract Manager and the SSST reserves the right to make unannounced site visit to contractor's place of business, office, warehouse, storage facility.

2.4 Debriefing

The SSST will conduct debriefings for unsuccessful Bidders, if requested within 14 calendar days of Contract awards being posted on Comm-PASS. The SSST will provide debriefing guidelines in advance of each debriefing.

3 SPECIFICATIONS

3.1.1 Authorized Reseller/Dealer

Category 1, Category 2, and Category 3 - Bidders must be authorized to sell, install, and service the products for which they submit a response. The Commonwealth and Eligible Entities utilizing the contract reserve the right to request documentation at any time to substantiate authorization and certification.

Awarded Contractors must notify the OSD Contract Manager of any authorized reseller changes, additions, and deletions throughout the term of the Contract.

3.1.2 S-License Requirements and Certificate of Clearance

Category 2 Only – Per M.G.L. c. 147, sections 57 through 61, anyone wishing to engage in the business of installing, repairing, or maintaining security systems must obtain an S-License from the Department of Public Safety. Bidders are required to have a current S-license (formally known as the "Security Systems Contractors License") issued by the Commonwealth of Massachusetts Department of Public Safety. In order to obtain an S-license, a person must hold a valid electrician's license of any grade. Bidders must submit a copy of their current and valid S-License. Further, anyone who holds an S-license may employ as many workers as they deem necessary. However, per M.G.L. c. 147, section 60, all individuals employed by an S-license holder must obtain a certificate of clearance. This includes clerical and office personnel.

Bidder must upload a copy of their S-License with their bid. In addition, if a Bidder receives notification of a "pending award" of a contract the Bidder must provide a list of all current employee(s) with their Certificate of Clearance (COC) number(s) (COC Application)(COC Instructions)
List employees last name and Certificate of Clearance Number and whether employee or sub-contractor

Failure to provide this information may result in bidder disqualification. In addition, Contractors will be required to provide annual updated employee lists with corresponding COC numbers, as well as S-license renewal documentation.

Category 2A – For Bidders submitting proposals under Category 2a ONLY, the S-License and Certificate of Clearance does not apply. However, if Bidder is submitting proposals under both, the requirements do apply.

3.1.3 Background/CORI check requirements

See Appendix 4: Massachusetts Department of Correction Security Requirements

3.1.4 Subcontractors

Contractors are required to ensure that all subcontractors performing work pursuant to this statewide contract comply in full with the S-licensing requirements of the Massachusetts Department of Public Safety. Additionally, Contractors are required to ensure that all subcontractors performing work pursuant to this statewide contract comply in full with the minimum levels of insurance enumerated in Section 3.3. Contractors may be required to provide documentation of sub-contractor compliance at any time if requested by OSD contract manager or authorized contract users.

3.1.5 Company experience

All Bidders must have been in business for at least five (5) years providing services that fall into the scope of the categories they bid prior to the close date of this solicitation.

In the case of vendors which have new Tax ID numbers as a result of a merger or acquisition, the SSST wishes to consider the experience and qualifications of the companies which combined to create the new entity.

In the response to this section, Bidders must identify any changes to the company's Tax ID which took place as a result of a merger or acquisition within the past five years. Provide a sufficient description for each merger or acquisition to enable the SSST to easily determine the years of experience of the combined entity.

Company experience will be verified with the Secretary of State's Corporation Division and/or Dunn & Bradstreet.

Access Control and Video Platforms

Category 2 Only - Bidders must have completed a minimum of ten (10) Access control System Installations; a minimum of thirty (30) readers each; have completed a minimum of five (5) IP video system installations consisting of a minimum of ten (10) cameras.

Alternative Measures of Company Experience

Bidders who do not meet the above requirement may provide an alternative narrative description of how their company has the experience and expertise necessary to be a successful vendor on this statewide contract. The explanation should be included in the Response Form and Bidder's Checklist, Attachment A.

3.1.6 Professional Qualifications, Certifications and Licenses

Bidders must possess all the necessary qualifications, certifications and licenses required to perform work in the categories for which they are submitting bids. Eligible Entities may require additional qualifications, certifications and licenses for the Contractor personnel employed on specific projects based on facility security requirements, type of work to be performed, and/or other factors.

After contract award, Contractors must maintain the professional qualifications, certifications and licenses required in the awarded categories. The SSST has final authority in determining whether the information and documentation provided by the Bidder is sufficient evidence of staff qualifications, certifications and licenses for the purposes of this contract.

Category 2A License and Professional Certification Requirements

Bidders must possess the following certifications or their equivalent by the bid response deadline and must upload proof of certification with the bid response:

1. Central Station Alarm Association's (CSAA) Five Diamond Central Station Certification Program
2. FM Global, Approved Central Station Company.
3. Underwriters Laboratories Approved Central Station Company.

Bidders must maintain such certification throughout the life of the contract and will be required to submit proof of certification on an annual basis to OSD's Contract Manager.

3.1.7 References

Category 1, Category 2A and Category 3 Only – Bidders must submit a list of 10 business references for customers who have experience with the vendor in the category or categories for which they are submitting a proposal. The Bidder must include the references name, title, company name, company address, e-mail address, and phone number. In addition, the Bidder must indicate the type of job performed and the value of the job. If the Bidder has had multiple engagements with the reference, use an example that is representative of the type of work performed for the customer.

Bidders who are submitting proposals under Category 2 do not need to submit references as it is covered by the requirements in section 3.1.8 below.

Minimum Number of References Responding

A minimum of 5 references must respond to the survey and answer all questions therein.

3.1.8 Financial stability including bankruptcy, litigation and contract defaults

3.1.8.1 Open Ratings/Dun & Bradstreet Reports

Category 2 Only - The SSST has chosen to utilize independent parties, Open Ratings and Dun and Bradstreet Information Services (D&B), to assist in the evaluation process in two areas, reference checking and financial stability. These reports may require a month or more to complete; Bidders are encouraged to submit the request as soon as possible. **Failure to request these two reports by 4/19/13 may result in rejection of the Response.** The Bidder is responsible for providing information to Open Ratings as needed to ensure that the reports accurately depict the Bidder's performance and financial status. Bidders are responsible for ensuring that the company name given on the Open Ratings/Dun and Bradstreet reports matches the name on the Bidder's Response.

If the Bidder does not agree with the content of the reports, the Bidder must work with Dun & Bradstreet to resolve any differences prior to submitting the reports with their Response.

Open Ratings and D&B will send the reports to the Bidder's contact person named on the Request form, and will send a copy of each report to the SSST.

Submit a copy of the order confirmation with your Response or you may submit a copy of the two reports dated 7/1/2012 or later as per Section 3.1.8.5. You should name the file "[Bidder Name]_Open Ratings".

3.1.8.2 Estimated Time Required for Report Preparation

Bidders are urged to request the Open Ratings / Dun and Bradstreet reports as soon as possible. Typically, reports can be prepared within 30 days; however, there can be delays in report preparation. In particular, delays can be lengthy if Open Ratings is unable to contact a sufficient number of a Bidder's references to prepare a report, and must contact the Bidder for additional references.

It is the Bidder's responsibility to submit references which can be contacted readily. Bidders must provide 20 references, including two of the Bidder's largest customers (based on

Document Sensitivity Level: High during development; **Low** once published.

purchase volume) in Massachusetts. Members of the SSST cannot be used as references (See Section 3.1.8.6 for a list of SSST members).

If Dun and Bradstreet does not have a current Supplier Qualifier Report on file for the Bidder's company and must update the report, this can require up to an additional 10 business days. If a Bidder receives the reports but believes they contain errors, it is the Bidder's responsibility to contact: D&B's Customer Resource Center at 888-299-3118 to report any changes/updates if the issue concerns the "Supplier Qualifier Report," and the Open Ratings Coordinator (727) 329-1184; orders@openratings.com at Open Ratings if the problem is with the "Past Performance Evaluation (Supplier Performance Review)."

Bidders must ensure that the company name given on the Open Ratings/Dun and Bradstreet reports matches the name on the Bidder's Response, unless the company's name has changed during the time period between requesting the Dun and Bradstreet report and submitting the RFR Response. In that case, an explanation of the change, including the date of the change, must be provided.

3.1.8.3 **How to Order Your Open Ratings/Dun & Bradstreet Reports**

It is required all Bidders submit the request for the reports directly to Open Ratings via http://www.ppereports.com/. When placing an order for the Past Performance Evaluation (Supplier Performance Review) and the Supplier Qualifier Report, select the "State and County" report option at the appropriate prompt during the ordering process. The Bidder must pay online with Open Ratings for both reports.

Open Ratings and D&B will send the reports to the Bidder's contact person named on the Request form in the recipient section. Bidders must request that a copy of each report be sent to the SSST, to charles.plungis@state.ma.us. The online request form may prompt for additional contact information for the report recipient. If so: Charles Plungis, Operational Services Division, 10th Floor, 1 Ashburton Place, Boston, MA 02108, Tel 617-720-3313, Fax 617-727-4527.

The Past Performance Evaluation (Supplier Performance Review) report is the most time consuming to complete (as it involves the surveying of customer references). The completion of this report will trigger the generation of the D&B Supplier Evaluation Report. Bidders must not attempt to order either of these reports directly from D&B.

Bidders must retain a copy of their order confirmation as the order confirmation will need to be included with the bid response.

3.1.8.4 **Deadline for Submittal**

Failure to provide either of the following by the close date of the solicitation may result in rejection of your Response:

Include the Past Performance Evaluation (Supplier Performance Review) and Supplier Qualifier Report in the proposal submission,

Or

Include a copy of the order acknowledgement sent when the reports are ordered as directed above, showing that the **order was submitted prior** to bid submittal.

Bidders are advised to monitor the process and to contact Open Ratings if they have not received their emailed copies of the reports after a reasonable amount of time lapses. The SSST expects the reports to be received within 30 days of ordering, but reserves the right to accept reports received after this date if circumstances warrant, but will only consider doing so if the Bidder has ordered the reports prior to the bid submittal and included at least 20 customer references in their report request to Open Ratings, including two of the Bidder's largest customers (based on purchase volume) in Massachusetts.

A contract will not be signed with an apparent successful Bidder without submission of the Past Performance Evaluation (Supplier Performance Review) and Supplier Evaluation Report with scores on both reports that assure the SSST that the company's financial position and performance is viable.

Important Note:

In the past, some Bidders with accounts at D&B have ignored the above instructions and simply contacted their D&B representative and requested that a report be run. The report that is generated may or may not be the correct Supplier Qualifier Report, and that process most certainly will NOT generate the Past Performance Evaluation (Supplier Performance Review), which is prepared by Open Ratings. Please follow the instructions above.

3.1.8.5 **Use of Reports that Have Been Prepared Previously**

Bidders who have obtained the two required reports on or after July 1, 2012 may submit those reports instead of providing new ones. However, they must arrange with Open Ratings for a copy of both reports to be emailed to charles.plungis@state.ma.us in addition to including the reports in their Response.

3.1.8.6 **Explanation Required for Certain Scores and Minimum Scores Acceptable**

It is highly desirable that Bidders receive a "Supplier Risk Score" rating of 6 or less on the Supplier Qualifier Report. Bidders receiving a rating of 7 or 8 must provide an explanation sufficient to assure the SSST that the company's financial position is viable or the Bidder may be disqualified. Bidders who's "Supplier Risk Score" is 9 will be disqualified.

Bidders must receive an "Overall Performance Rating" of 75 or greater on the Past Performance Evaluation (Supplier Performance Review). Bidders who receive a score of 74 or less will be disqualified.

Bidders submitting the reports with their Responses will find space on the Response Form for any explanations needed. Bidders who receive their reports after the Response Deadline must send any required explanation to charles.plungis@state.ma.us, subject "FAC64 SQR or PPE EXPLANATION – Company Name," where "Company Name" is the name of the Bidder's Company as it appears on the Response Form. **Failure to submit an explanation by 5/24/13 may result in rejection of the Response.** Bidders must request a return receipt and follow up if they do not receive one.

Open Ratings and D&B will send the reports to the Bidder's contact person named on the Request form, and will send a copy of each report to the SSST.

The following list of SSST Members/Advisors cannot be utilized as D&B references:

SSST MEMBERS	ELIGIBLE ENTITY
Charles Plungis	Operational Services Division
Kathy Reilly	Operational Services Division
Bill Funk	Operational Services Division
Randal Cabral	Department of Public Health
Roger Gauthier	Department of Public Health
Sylvain Kabeya	Massachusetts Rehabilitation Commission
David Crouse	Massachusetts State Police
Donald Denning	City of Boston
Nancy Fitzgerald	Department of Fire Services
Korina Senior	Department of Fire Services
Michael Courtney	Bureau State Buildings
Curt Rudge	Department of Conservation and Recreation
Adam Peters	MBTA
Randy Clarke	MBTA

3.1.9 Notification of Bankruptcy Proceedings or Acquisition by Third Party

The Contractor Contract Manager shall promptly notify the Commonwealth's Contract Manager if bankruptcy proceedings are instigated and/or the company is acquired by a third party company.

3.2 Employee requirements

Category 2 Only - Per M.G.L. c. 147, section 60, all individuals employed by an S-license holder must obtain a certificate of clearance.

Technical Certifications

Category 2 Only – It is required that the Bidder must have a minimum of one (1) certified staff person(s) in the following but not limit to: Cisco CCNE or equivalent, or Microsoft certified MCSE, MCSA, MCITP, MCTS, MCP or equivalent, Apple System or equivalent. The Bidder must submit a list the certified staff person(s), type of system certification, date of certification, expiration date of certification and the location of the certified staff person(s). The Bidder must have a certified staff person(s) available geographically in Massachusetts to service this contract. The Commonwealth reserves the right to ask for documentation from each Bidder verifying their service certified technician's training.

3.3 Insurance

The Contractor must take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage while performing services under this Contract. It is the Contractor's responsibility to ensure that their operations are conducted in a safe and secure manner at all times. The Contractor must replace/repair, at the Facility's sole option, any property damages made during performance.

Document Sensitivity Level: High during development; **Low** once published.

Contractors are required to ensure that all subcontractors performing work pursuant to this statewide contract comply in full with the minimum levels of insurance enumerated in Section 3.3. Contractors may be required to provide documentation of sub-contractor compliance at any time if requested by OSD contract manager or authorized contract users.

The Commonwealth of Massachusetts is self-insured and does not pay for additional insurance, which means that it does not purchase separate personal and property liability insurance. The Commonwealth does not provide certificates or other proof of insurance since this is provided for in the statute M.G.L. c. 258 (which has the same affect). Therefore, providing this information should obviate the need for providing further proof of insurance. Departments are prohibited from insuring Commonwealth property under M.G.L. c. 29, § 30 absent specific legislative authorization. This means that a department is prohibited from insuring its property or equipment from damage or loss. In addition to being prohibited from insuring its own property, a department may not insure property it does not own. In the event that an eligible entity needs additional insurance coverage than what is provided by a Contractor and in order to adequately insure the value of the assets being moved (for example computer servers), then the eligible entity is authorized to pay a higher premium for the CONTRACTOR TO INSURE the assets for loss and replacement and NOT for the Commonwealth to purchase a separate policy in the name of the Commonwealth.

The Bidder(s) awarded contracts pursuant to this RFR must have the following insurance coverage listed below and this insurance coverage must be maintained during the life of the contract. As part of the response to this RFR, Bidders must provide certified copies of all insurance policies currently in place, including Worker's Compensation Insurance, Comprehensive General Liability Insurance, and Comprehensive Business Motor Vehicle Liability Insurance, as identified below. Prior to beginning work pursuant to this RFR with a subcontractor, the Contractor must ensure that the subcontractor is in compliance with the minimum levels of insurance enumerated in Section 3.3. Any policy limits set below shall not be interpreted to limit the Contractor's liability for personal or property damage in the performance of this Contract and the Contractor shall remain fully liable for any personal or property damages in the performance of this Contract.

3.3.1.1 Worker's Compensation Insurance
By signing the Commonwealth Standard Contract Form the Bidder confirms compliance with applicable state and federal employment laws or regulations, including Worker's Compensation Insurance as required by M.G.L. Chapter 152.

3.3.1.2 Comprehensive General Liability Insurance
The Contractor and all subcontractors, at their own expense, must maintain during the life of the contract comprehensive general liability insurance written on an occurrence basis, including without limitation the following coverage, bodily injury and death liability; personal injury liability (with no employee exclusion), Independent Contractor protective liability; broad form property damage (with X, C, and U coverage) and contractual liability. This insurance shall not contain a care, custody and control exclusion. The policy must identify the Commonwealth of Massachusetts as an additional insured. This insurance shall be written with respect to all coverage, for not less than the following policy limit: one million ($1,000,000) per each occurrence and one million ($1,000,000) aggregate.

3.3.1.3 Comprehensive Business Motor Vehicle Liability Insurance
The Contractor and all subcontractors, at their own expense, must maintain during the life of the contract comprehensive business motor vehicle liability insurance written on an occurrence basis, with no deductible including without limitation coverage for: bodily injury and death liability; property damage and any other hazard arising out of the ownership,

maintenance or use of motor vehicle. Such coverage shall be in accordance with applicable law, including, but not limited to, the automobile insurance regulations of the United States, the Commonwealth of Massachusetts, and any other states where the Contractor may maintain its principal place of operation and/or staff or maintain personnel or equipment. This insurance shall be written with respect to all coverage, for not less than the following policy limits: $1,000,000 per each occurrence; $1,000,000 aggregate.

The general liability and motor vehicle insurance required by this RFR may be arranged under single policies for the full limits as set forth above or by a combination of underlying insurance with the balance of the limit amount provided by excess or umbrella insurance policies. All excess or umbrella insurance policies shall follow form, without exclusions or reductions in coverage over the primary liability insurance policy. All policy limits for insurance coverage required by this RFR shall be exclusive of litigation costs and attorney's fees. All policies must state that bankruptcy or insolvency of the insured shall not relieve the insurer of its obligations under the policy, and must state that the insurer is liable for payment of amounts within any deductible applicable to the policy, with the right of reimbursement by the insured for any such payment made by the insurer.

3.3.1.4 Security Deposit or Additional Insurance

A Contractor may not charge an Eligible Entity a security deposit or additional insurance for any commodity or service under this Statewide Contract.

3.4 Commodity Specifications

All specifications in this RFR apply to all equipment and related services awarded under any contract resulting from this RFR unless specifically noted. Bidders must meet or exceed all of the required specification within this RFR. All Bidders must guarantee the equipment offered is new standard equipment and not discontinued by the manufacturer. All Equipment must be valid for sale in the United States. Equipment furnished under the terms of this contract shall be guaranteed against any defect due to faulty material and/or workmanship. Equipment must meet all federal, state and local standards for quality and safety requirements. All Electrical components utilized, including integrated circuits, will be high reliability, commercial grade.

Unless otherwise specified in this Solicitation, any reference to a particular trademark, trade name, patent, design, type, specification, producer or supplier is not intended to restrict this Solicitation to any manufacturer or proprietor or to constitute an endorsement of any commodity or service, and the department may consider clearly identified offers of substantially equivalent commodities and services submitted in response to such reference.

3.4.1 Recalls

Contractors must notify Eligible Entities when products they have sold and/or installed are recalled by the manufacturer and comply with Section 3.2.7, Defective Equipment.

3.4.2 Approvals and standards (UL, CE, FCC, FDA, ASTM, IEEE)

UL approval is required for all electrically operated equipment under this contract where such approvals of listings have been established.

3.4.3 Warranties and guarantees

Contractors must guarantee the equipment offered is new equipment with a warranty valid in the United States of America and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practices. Equipment furnished under the terms of this contract shall be guaranteed against faulty material and workmanship.

The warranty shall include all parts, labor, travel and incidental expenses for the duration of the warranty. The warranty that is offered must carry the standard original equipment manufacturers (OEM) warranty. The warranty must be at least 1 year in length. Contractor must indicate the length of the original manufacturer's warranty on individual price files Category 1, 2, and 3.

3.4.4 Extended Warranties

Contract users may purchase extended warranties with the awarded vendors at negotiated pricing. Contractors must indicate if extended warranties are available for purchase on the price files for Category 1, 2, and 3.

3.4.5 Maintenance Parts Obsolescence

Category 2 and Category 3 Only – Contractors must guarantee the availability of parts for all equipment proposed for the duration of the warranty or extended warranty. If no longer available, the equipment may be replaced with a suitable replacement of similar like, kind and quality. There will be no additional cost to the eligible entity within the warranty or extended warranty period.

3.4.6 Defective Equipment

Contractors agree that all equipment purchased shall be operational and perform in accordance with standard equipment performance specifications and warranties for the equipment.

The Contractor agrees that since the equipment purchased is essential for Eligible Entity operations, that neither an Eligible Entity nor the Commonwealth will have any obligation to pay for defective equipment that cannot be repaired or replaced by the Contractor within the required periods outlined in this RFR.

Contractors shall repair any defective equipment so it operates in accordance with standard performance specifications and warranty period for that Equipment. Contractors shall be responsible for all equipment defects and failures. If the equipment cannot be repaired within the required periods outlined in this RFR, or by periods established by separate agreement with the Eligible Entity, the Contractor shall immediately replace the equipment with identical or comparable equipment. The Contractor shall be responsible for all transportation, shipping and delivery costs and other costs associated with the replacement of defective equipment. The Contractor may not charge a fee, service charge or seek remuneration for materials or labor associated with the replacement of defective equipment with identical or comparable equipment. If the equipment replacement must be different equipment than originally installed, then it is the responsibility of the Contractor to honor the original purchase cost of the original equipment. Should the equipment be of lesser cost the Contractor must provide the eligible entity with the lesser cost.

3.4.7 Substantial Impairment

If, during the warranty period, an Eligible Entity determines that a system is "substantially impaired", it shall have the right to request total replacement of the system; or, seek an alternative vendor to make the necessary repairs. In cases where an alternative vendor is required, it shall be done at the expense of the awarded contractor.

"Substantially Impaired" shall be defined as a system that has a defect which significantly restricts the use, operability or effectiveness of the system, and which has not been repaired after a reasonable number of attempts to make repairs to the system.

- A "reasonable number of attempts" to repair the substantial defect shall be defined as, within the term of the warranty:

- a repair is attempted 3 or more times for the same substantial defect, and the problem continues or recurs within the term of warranty;

- or, repair attempts for any substantial defect or combination of defects result in a significant restriction in the use , operability or effectiveness of the system, not necessarily all at one time for a period in excess of fifteen business days. Note: A business day is any day that the eligible entity is open for business.

If the Contractor is unable to provide identical or comparable replacement equipment for the defective equipment within a reasonable time, the Eligible Entity may return it for a full refund/credit. The Contractor may not penalize the Eligible Entity any further or make any additional charges.

The Contractor agrees to promptly replace any part or parts that fail, under normal use, due to defective material, workmanship, or performance during the warranty period and such replacement shall include all parts, labor and transportation free of any charges to the Eligible Entities.

3.4.8 As built documentation or manuals

Category 2 Only - Contractor must provide three (3) sets of as-built record documents with all field modification noted to the Eligible Entity. The Eligible Entity will not sign off the acceptance of the project, if the as built record documents are not provided.

3.5 Service Specifications

3.5.1 Service Call Responsibility

Category 2, Category 2A, and Category 3 Only - Contractors must have the ability to respond to service calls and be available 24x7x365. Eligible Entities and Contractors must agree on mutually acceptable response time requirements. Contractors must send a fully trained and certified technician in response to service calls with the ability to perform repairs or diagnosis the problem. Travel, fuel, meal and lodging charges will not be accepted for any service call response.

Non-Emergency: For non-emergency service calls, Contractors must acknowledge receipt of the service request within one hour. Contractors should arrive on-site within agreed upon timeframes, to be negotiated between the Contractor and the Eligible Entity, or, if a response time has not been negotiated, within eight hours from the time the Eligible Entity made the service request.

Emergency: For emergency services calls, Contractors must have the ability to respond immediately and arrive on site within an agreed upon timeframe, to be negotiated between the Contractor and the Eligible Entity, or, if a response time has not been negotiated, within two hours after receiving the service request.

3.5.2 Proprietary Software Exclusion Statement

The sale of any software package for any security purpose that is unique to one vendor or proprietary in any manner is strictly prohibited. All software provided by Bidders must be serviceable by companies other than the Bidder and shall be designed for service and

maintenance by others. It is the goal of the Commonwealth to procure open architecture platforms that can be serviced by multiple vendors at the option of the Commonwealth.

3.5.3 Loaner Equipment

Category 2 Only - Contractor must maintain an inventory of replacement/loaner equipment that is available for use under this contract. Eligible Entities have the option to exercise a request for loaner equipment if the existing non-functioning equipment necessitates off-site repair. The loaner equipment must be of comparable or better capability and must be available, delivered, installed and configured for equipment that cannot be repaired on site, at no extra charge. Delivery, installation, configuration and basic training must be completed within eight (8) business hours from the time a certified technician determines that the equipment cannot be repaired on site. Loaners will remain in place until the equipment has been repaired, reinstalled and confirmed operational by the Eligible Entity. If a piece of equipment is found to be uneconomical to repair, and is outside any warranty period, the Eligible Entity will be notified and will provide direction to the Contractor.

3.5.4 Technical Support

Category 2 and Category 2A Only - Contractors must agree to maintain a toll-free technical support help desk. The help desk shall be accessible 24 x 7 x 365 to Eligible Entity personnel who need technical assistance regarding the installation or operation of the equipment installed by the Contractor.

3.5.5 Pre-installation

Category 2 and Category 3 Only – 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.

3.5.6 Installation

Category 2 and Category 3 Only

3.5.6.1 **Compliance with Regulatory Requirements**

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

3.5.6.2 **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.

Bidders must provide cable-associated hardware and components that are new, unused, of current manufacture and meet the specifications as described herein. All products delivered for installation will:

- Conform to UL or ETL verified test standard at time of purchase under this contract.

Document Sensitivity Level: High during development; **Low** once published.

- Incorporate the most recent design changes from the manufacturer as of the scheduled delivery dates for that technology.

- Must be new and manufactured by a reputable manufacturer for any replaced product. The replaced product must be the same as or equal to the original product. The Eligible Entity must approve all substitutes for the original manufacturers' product prior to installation.

- Propose cabling services that meet or exceed all aspects of the industry accepted standards and any Commonwealth standards, policies and procedures that may be developed.

- Conform to current industry standards. The Commonwealth is aware that the development and implementation of industry standards is an ongoing process thus the Contractor is required to remain fully aware of such emerging standards and apply such standards to work performed during the course of this contract. The Commonwealth's Standard Operating Environment (SOE) is updated on an on-going basis by Information Technology Division (ITD). Full documentation on the current SOE can be viewed at the following location and Bidders should familiarize themselves with these standards: Commonwealth's Cabling Standards and Guidelines.

- Ensure that all cabling, as installed or subsequently modified by the Contractor (or subcontractors) shall be suitable for connection to the Eligible Entity's network or other equipment (as identified by the Eligible Entity) and shall be provided with the guarantee that such interconnection will not in any way impair the quality of transmission or cause any harmful effects to such network or equipment.

3.5.6.3 **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.

3.5.7 Post-installation

Category 2 and Category 3 Only – 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).

3.5.8 Anticipated service disruption

Category 2, Category 2A, and Category 3 Only – 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

3.5.9 Emergency response plans/preparedness

In a declared state of emergency where the safety and well-being of Commonwealth citizens are at risk, contractors may be asked to supply the Commonwealth with the commodities and/or services under the Statewide Contract on a priority basis. The Bidder's Response must include the following:

- Indicate whether there is a written Continuity of Operations Plan (COOP) that describes how the company will continue to do business in case of an emergency.
- A list of emergency contact information including name, position/title, phone, email and cell phone.
- A list of the Bidder's building location (s) that would be available to serve the Commonwealth during an emergency.
- A description of the areas of Massachusetts that the Bidder could supply in the event of an emergency (e.g., Entire State, Specific City or Region).

This information will not be considered in the evaluation of the Response.

3.5.10 Training & training materials

Category 2, Category 2A, and Category 3 Only – 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 amount of training required is dependent on the complexity of the equipment purchased or leased by the Eligible Entity and the ability of the designated personnel to learn from the training and training material. The Contractor and Eligible Entity shall mutually agree on the duration as well as the location and schedule of the training. The Contractors' fully trained and qualified if applicable Certified Technician shall conduct and instruct the training. Training materials: to include but 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.

3.5.11 Service Maintenance Agreements

Category 2 Only – Bidder 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. Bidders must be able to 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.

Software Licenses

Category 2 and Category 3 Only – 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 vendor who installed the equipment/system.

3.5.12 Time & Material service and repairs

Billing for service performed on equipment once it is no longer covered under the original warranty, extended warranty, or a service maintenance agreement held by the Eligible Entity shall be based on the labor rates as listed in each Contractor's price file.

Billing for replacement equipment once it is no longer covered under the original warranty, extended warranty, or a service maintenance agreement, will be based on the discounts as listed in each Contractor's price file.

3.5.13 Geographic service and delivery areas

Bidders must deliver equipment and provide service statewide for the entire Commonwealth of Massachusetts including the islands. Delivery must be FOB destination with no delivery or travel expenses paid by the Eligible Entity.

3.5.14 Statement of Work (SOW) Considerations

Category 2 and Category 3 Only

It is the responsibility of the Eligible Entity to provide a clear Statement of Work to the contractor at the time of the request for quote.

Important Elements of the Statement of Work:

- Reference to the Statewide Contract FAC64
- Work schedules and performance dates
  - Release Date of the Request for Quote
  - Walkthrough requirements, if required
  - Response Date of Request for Quote
  - Date of Vendor 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 vendor
- 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
- Eligible Entity may provide a proposed floor plan layout for Contractors to use a general reference.

3.6 Environmental Specifications

3.6.1 Executive Order 515, Establishing an Environmental Purchasing Policy

Executive Order 515, issued October 27, 2009, states that "As part of the Commonwealth's overall goals of conserving natural resources, reducing waste, protecting public health and the environment, and promoting the use of clean technologies, recycled materials, and less toxic products, it shall be the policy of the Executive Department of the Commonwealth of Massachusetts and its agencies to reduce their impact on the environment and enhance public health by procuring Environmentally Preferable Products and services (EPPs) whenever such

Document Sensitivity Level: High during development; **Low** once published.

products and services are readily available, perform to satisfactory standards, and represent best value, consistent with 801 CMR 21.00....The Executive Order shall apply to all state agencies in the Executive Department. As used in this Order, 'state agencies' (or 'agencies') shall include all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established."

In line with this directive, all contracts, whether departmental or statewide, must comply with the specifications and guidelines established by OSD and the EPP Program. EPPs are considered to be products and services that help to conserve natural resources, reduce waste, protect public health and the environment, and promote the use of clean technologies, recycled materials, and less toxic products. Questions concerning the EO or the appropriate specifications may be directed to OSD's EPP Procurement Program, www.mass.gov/epp. The Order can be seen at http://www.mass.gov/Agov3/docs/Executive%20Orders/executive_order_515.pdf.

3.6.2 Environmental Plan

Beginning the first year of the Statewide Contract and throughout the life of the Statewide Contract, awarded Bidders **must** agree to work with OSD and the SSST to examine the feasibility of implementing an environmental plan. The objective of this requirement is to actively encourage suppliers to incorporate sustainable practices throughout their business operations and further market such practices to Contract users. Such a plan may include, but not be limited to, the following:

- Implementing energy efficiency initiatives at the corporate level in line with Executive Order 484, such as lighting retrofits, purchase of energy from renewable sources, use of bio-heat fuel, and other energy reduction technologies. http://www.mass.gov/Agov3/docs/Executive%20Orders/Leading%20by%20Example%20EO.pdf
- Encouraging environmental initiatives at a corporate and/or manufacturing level for the purpose of reducing the impact of manufacturing on the environment; such as clearly identifying recycled content of packaging on the packaging, providing product life cycle assessments, working toward the elimination of ozone depleting chemical usage in the manufacturing or refining process (where applicable), and conducting internal environmental auditing related to pollution control.
- Adopting standards and/or obtain certifications, where applicable, for product development and manufacturing processes such as but not limited to EPEAT, LEED, ISO 14001, Cradle to Cradle (C2C) Protocol, Green Seal, Environmental Choice and others.
- Manufacture and/or make available to Eligible Entities eco-labeled equipment, supplies and/or accessories certified by third-party organizations such as but not limited to TCO Development (http://www.tcodevelopment.com) and Blue Angel (http://www.blauer-engel.de/englisch/navigation/body_blauer_engel.htm),
- Using alternative fuel vehicles for delivery or transportation purposes and/or vehicles equipped with diesel emission control devices and operating such vehicles with guidance on anti-idling initiatives.
- Placing importance on reducing CO2 emissions by optimizing supply chain management, joining the EPA's Smartway Program, or other initiative.
- Working with the PMT to develop and distribute information and/or materials to Commonwealth customers on the Awarded Bidder's environmental practices and initiatives throughout the term of the Contract.

- Developing a plan to implement the recycling of materials used or produced in normal business operations.
- The SSST may award points to Bidders who provide evidence that measures and initiatives such as these are already in place within their operations, and/or for written proposals submitted with their Response detailing a commitment to action contingent upon receipt of a Contract award. (See the Additional Environmentally Preferable Products / Practices form on Comm-PASS).

Bidders must attach any applicable supporting documentation to inform the SSST about any of the above-mentioned initiatives that are currently in place.

3.6.3 Equipment and Supply Packaging

Bidders may offer some or all of the following items listed below or provide alternative proposal as to how packaging materials can be reduced, eliminated or otherwise made more environmentally preferable. It is desirable that Bidders offer packaging which:

- is made from recycled content which meets or exceeds all federal and state recycled content guidelines (currently 35% post-consumer for all corrugated cardboard) and that the recycled content be displayed on the outside of the packaging,
- minimizes or eliminates the use of polystyrene or other difficult to recycle materials,
- minimizes or eliminates the use of disposable containers such as cardboard boxes,
- provides for a return program where packaging can be returned to a specific location for recycling,
- contains materials which are easily recyclable in Massachusetts.

It is desirable that crates, pallets and, if feasible, boxes and cartons, be reusable and not contain heavy metal inks.

3.6.4 Equipment Design

Upgradability: It is desirable that Bidders offer equipment that is easily upgradable, including but not limited to modular design which allows upgrades without special tools, expandable memory, ample slots for expansions and additional components.

Materials use: It is desirable that Bidders demonstrate that recycled content materials (preferably post-consumer content) have been used in the plastic components such as equipment housing.

Demanufacturing / Disposal: It is desirable that Bidders offer equipment that is designed in such a way as to facilitate its dismantling and reuse or recycling. Such design features may include, but are not limited to:

- Use of single plastic resins in plastic components weighing more than 100 grams,
- Clear and visible labeling of plastic types in components weighing more than 25 grams,
- Avoidance of paints, including metallic paints on any internal or external plastic housings,
- Equipment that is assembled in such a way that components may be dismantled easily so that individual components may be disassembled, separated, identified and reused or recycled easily.

3.6.5 Toxics Reduction

Manufacturer's practices (reduced toxic materials in manufacturing): It is desirable that Bidders demonstrate that they and/or manufacturers are actively seeking additional ways of minimizing

their environmental impacts at manufacturing, assembly, warehousing, distribution and/or other facilities, including but not limited to:

- Toxic use reduction and/or waste prevention efforts,
- Product life cycle assessments,
- Environmental audits,
- Recycling and/or reuse (including current recycling, reuse and/or remanufacture of electronic equipment by or for the Bidder),
- Energy efficiency,
- Natural resource conservation.

Where appropriate, it is desirable that Bidders demonstrate that the equipment they intend to supply is in compliance with the European Union's Directive "Restriction of Hazardous Substances" (RoHS) and/or the equipment does not contain some of the following toxic/hazardous constituents (http://164.36.253.20/sustainability/pdfs/finalrohs.pdf):

- Lead,
- Mercury in components including but not limited to the background lighting system, batteries, and other electronic components,
- Cadmium in components including but not limited to batteries, electronic clocks, photo semiconductors (not to exceed 25 mg/kg total), or in packaging or packaging ink,
- Hexavalent chromium,
- Organically bound chlorine or bromine in components including but not limited to circuit boards and housing with flame-retardant materials,
- Polyvinyl chloride plastics,
- CFC or HCFC compounds included on the A, B and C annex of the "Montreal Protocol on Substances that Deplete the Ozone Layer" (http://www.unep.org/ozone/pdf/Montreal-Protocol2000.pdf),
- Selenium, unless equipment can be returned to the manufacturer.

A written statement on letterhead, link to a specific website page or other documentation from the equipment manufacturer may be submitted with the RFR response to demonstrate compliance.

3.6.6 End-of-Life Management

The Bidder **must** make every effort to assure the environmentally responsible recycling or disposal of electronic equipment, which includes certification of final disposition, particularly the batteries. It is desirable that Bidders propose methods that will allow for the return of used equipment to the original manufacturer or third party entity for reuse or recycling, preferably at no cost for contract users. Such take-back methods may include but are not limited to:
One-for-one exchange of equipment offered by, or previously purchased from the Bidder, upon purchase of new equipment from said Bidder,

Collection of any used equipment by Bidder or subcontractor for reuse or recycling, preferably including provisions to continue recycling operations should a subcontractor no longer be able to perform such activities.

3.7 Compensation Structure/Pricing

3.7.1.1 Price Structure and Price List Source

Contract pricing for products will be based on a **discount off** commercial pricing (or its equivalent) as provided for in the current catalog for each manufacturer or distributor (if

applicable) used by the Contractor to procure each product. Contractors must provide the Eligible Entity with a copy of the price catalog upon request to verify that correct pricing and discounts are being used. Contract discounts and other pricing published under the contract will **be ceiling pricing**, and any published rebates will be **minimum rebates**.

During contract negotiation with apparent winners and throughout the life of the contract, the SSST reserves the right to make adjustments to the price structure in the best interest of the Commonwealth, including but not limited to changing list price sources to those deemed fully equivalent by the SSST, splitting or merging product groups to achieve additional price reductions accordingly, separating charges for specific price components, changing policy requirements including product return, delivery, warranty and others. Such changes will be made by mutual written agreement with apparent winners. There is no guarantee that any such changes will be made or considered. In any event, Bidders are prohibited from altering price files and other forms as a way to propose changes (e.g. adding or deleting product categories, changing pre-determined volume bands for discounts or rebates, etc.) unless specifically permitted in the instructions for the specific Price File.

3.7.1.2 **Price Files**

Price Files for this contract will be posted under the "Specifications" tab. Bidders are advised to read instructions included in each worksheet carefully.

3.7.1.3 **Equipment, Materials, and Supplies**

All Categories - Pricing will be 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. In their responses, for each required manufacturer in the Price File, Bidders must provide a **single price discount** to be applied to the list price. If a range is provided for a product group (e.g. "30-40%), the SSST will consider the **highest discount** in the range (i.e. "40%") as the discount being bid.

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, vendors may offer additional discounts to Eligible Entities on a case-by-case basis.

3.7.1.4 **Labor Rates**

Category 1 – No Labor Rates Apply

Category 2 – Bidder must submit **hourly rates** for non-prevailing wage positions and a mark-up over **prevailing wage** for prevailing wage positions. Mark-ups over prevailing wage will be **ceiling** mark-ups and hourly rates will be **ceiling** rates; both will remain firm for the initial term of the contract. Vendors may decrease mark-ups or hourly rates at any time by contacting the OSD Contract Manager.

Category 3 – Bidder must submit **hourly rates** for non-prevailing wage positions and a mark-up over **prevailing wage** for prevailing wage positions.

Bidders **must,** at a minimum, provide a mark-up over **prevailing wage** for the **carpenter** position. Per the Massachusetts Department of Labor Standards, when covered by the prevailing wage, locksmith work falls under the **carpenter** rate.

Category 2 and Category 3 - Mark-ups over prevailing wage will be **ceiling** mark-ups and hourly rates will be **ceiling** rates; both will remain firm for the initial term of the contract. Vendors may decrease mark-ups or hourly rates at any time by contacting the OSD Contract Manager.

Bidders must agree to comply with the Prevailing Wage Law, as administered by the Commissioner of Labor and Workforce Development/Division of Occupational Safety (DOS), 399 Washington Street, 5th Floor, Boston MA 02108-5223, (617) 727-3492. All employees of Contractors engaged in these activities must be paid at least these rates for any work performed under a Contract resulting from this RFR when working in a public building or on a public work. Prevailing Wage Rates will be published under the "Forms and Terms" tab annually from the date of contract award for use as general guidance.

Category 2A – Bidder **must** submit proposed contract pricing using the Attachment B Category 2A price file. Bidders may also submit additional pricing documentation in PDF format to supplement the price file (if additional explanation of the various service offerings are required).

3.7.1.5 **Price Adjustments**

Labor Rates: Any requests for labor rate increases must be submitted to the SSST prior to the contract renewal to be considered for the renewal period. The OSD Contract Manager and the SSST will require justification documentation for this increase. The OSD Contract Manager and SSST will not accept excessive increase in hourly rates or mark-up percentages and will negotiate with the contractor. If the request is denied, the rate will remain the same.

Equipment, Materials, and Supplies: Any requests for price changes must be submitted to the SSST prior to the contract renewal to be considered for the renewal period. Any such requests must be accompanied by documentation supporting the reasons for the requested change. The request, written on the Contractor's letterhead must include: identified price increases and their source and copies of old and new price lists, if applicable, reflecting price changes. The same requirement shall apply to pricing established under any service agreement between an Eligible Entities and a Contractor.

Pricing in General: The SSST will address price change requests by either negotiating a price change and renewing the contract at the new price or denying the requested price increase and renewing the contract at the previous contract price. The Commonwealth will be advised of and will automatically receive the benefit of any price decreases retroactive to the dates of such decreases. It is the Contractor's responsibility to notify the SSST of any such decrease. The SSST reserves the right to negotiate price reductions based on increased volume at any point in duration of the contract.

3.7.1.6 **Prompt Pay Discounts (PPD)**

All Bidders must agree to offer discounts through participation in the Commonwealth Prompt Payment Discount (PPD) initiative for receiving early and/or on-time payments, unless the Bidder can provide compelling proof that it would be unduly burdensome.

Bidders must submit agreeable terms for Prompt Payment Discount unless otherwise specified by the SSST. The SSST will review, negotiate or reject the offering as deemed in the best interest of the Commonwealth.

The requirement to offer a PPD may be waived by the SSST on a case-by-case basis if participation in the program would be unduly burdensome on the Bidder. If a Bidder is claiming that this requirement is a hardship or unduly burdensome, the specific reason must be documented in the Response.

3.7.1.7 **Apprentice Program**

All apprentices must be registered with the Massachusetts Division of Apprenticeship Training (DAT) in order to be paid at the lower apprentice rates. All apprentices must keep his/her apprentice identification card on his/her person during all work hours. If a worker is not registered with DAT, they must be paid the "total rate" listed on the wage schedule regardless of experience or skill level.

For further information, please call 617-626-5409, or write to:
DAT, 19 Staniford Street, 1st Floor, P.O. Box 146759, Boston, MA 02114

3.7.2 Invoicing and Cost Reconciliation

Contractors' invoices must be itemized to reflect product list price from the source specified for each category, contract discount equal or higher to the one agreed upon for the specific product group, the contract product price, and any other charges. When contract price is calculated using a markup over product cost, the invoice must include product cost, markup percentage equal to or lower to the one agreed upon for the product category, the contract product price, and any other charges.

The Contractor must agree to apply lump-sum payments issued by Eligible Entities to the appropriate invoices. To clarify, payments made by the Treasurer's Office may combine payments from multiple state entities. Contractors will be able to use the Commonwealth's VendorWeb service to help in reconciling such payments (see link on the State Comptroller's Office website at www.mass.gov/osc).

If the Contractor uses a financial institution to handle accounts payable and/or accounts receivable, the Contractor must also have a direct (and preferably local) customer service representative for the financial institution to resolve any billing and payment problem or discrepancies. The Commonwealth is not to be automatically put on a delinquent status and denied purchasing ability due to the financial institution's errors. The Customer service representative must handle these issues and act as a liaison between the financial institution and the Commonwealth.

The Contractor must agree to match invoices and apply the correct bills and set up separate billing accounts. The Contractor must not automatically apply payments against the oldest invoices or use any other arbitrary basis for applying payments.

3.7.3 Delivery Requirements

Contractor(s) must deliver equipment and/or supplies statewide. Delivery must be F.O.B. destination with no delivery or travel expenses paid by the Eligible Entity.

Contractor must deliver all purchases or initiate installation within thirty (30) business days after receipt of written order or at a delivery time mutually agreed upon by the Eligible Entity. Contractor must be responsible for the delivery of products in first class condition at the point of delivery, and in accordance with good commercial practice. Shipping cases must show the

name of the supplier, name and address of receiving customer and purchase order number as well as be properly labeled with the part number/stock number, quantity per box and if requested by the Eligible Entity any special designation for each carton ordered.

Damaged shipments will not be accepted. In the event that a shipment is accepted and subsequently found to be incomplete, incorrect or damaged, the shipment must either be replaced, at no cost to the Eligible Entity, or returned at the expense of the Contractor, for a refund or credit of the purchase price with no restocking fees.

Purchased items provided must be strictly in accordance with those contained in the contract award. Eligible Entities are authorized to order and Contractors are authorized to deliver and/or ship only those items covered by the contract. If a review of orders placed by any Eligible Entity reveals that material other than that covered by the contract has been ordered and delivered, the OSD Contract Manager will take such steps as are necessary to have the material returned by the Eligible Entity, regardless of the time lapsed between the date of delivery and discovery of the violation at a cost to the Contractor. Full credit will be required. Violation of this clause may result in the removal of the offending Contractor for a period of time to be determined by the OSD Contract Manager in consultation with the PMT or removal of the Contractor from the contract.

Contractor must make delivery and have product available for delivery statewide. All deliveries shall be during regular working hours, usually 7:00 AM to 5:00 PM EST Monday through Friday. The Contractor shall be responsible for all drop ship purchases and will coordinate with the Eligible Entity with regards to the drop ship delivery location.

Contractor shall notify the Eligible Entity at least 48 hours in advance of shipment and/or installation. The Commonwealth or its subdivision will provide specific and timely authorization for each delivery. The Contractor may not proceed with delivery and installation until approval has been given to commence delivery and installation by the Eligible Entity.

Contractor must be responsible for all delivery, unloading, staging, storage and installation of equipment and/or supplies and removal of all package material from the premises in coordination with the Eligible Entities instructions. Delivery will be inside delivery to the ordering entities desired internal location unless directed otherwise by the Eligible Entity.

3.7.4 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, the following applies:

Travel Expenses – Dukes and Nantucket Counties

The Bidder must agree to adhere to the following travel expense requirements if awarded a Contract resulting from this RFR:

- The Bidder may not charge any Eligible Entity travel expenses unless expressly stated in a quote and agreed to in advance by the Eligible Entity.
- The Bidder may not bill for any travel expenses associated with servicing systems under warranty.

Document Sensitivity Level: High during development; **Low** once published.

- The Bidder may not bill for any travel expenses as part of "contracted maintenance plan" services (scheduled or on-call rate structures).

- The Bidder 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.

- The Bidder has the responsibility to use all available means to secure the most cost-effective method of travel.

- The Bidder may not charge any Eligible Entity additional travel expenses for services, personnel, or material shipments without the express permission of the Eligible Entity in advance.

3.7.5 No pre-payments

Contractor must not request any form of pre-payments by the Eligible Entity before the service is rendered. Monthly fees will be billed for at the end of the month. Emergency service, in cases where the Eligible Entity is responsible for it, will be billed for after the completion of the service. 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.

3.7.6 Payments to Vendors

It is required that payments received by the Contractor be appropriately posted to the specific contracting .

3.7.7 Prevailing Wage

All or part of the service(s) available under this RFR and resulting contracts may require the payment of prevailing wages pursuant to G.L. c. 149, Sections 26 through 27D (construction); Section 27F (trucks, vehicles and other equipment performing public works functions (non-construction); Section 27G (moving office furniture) and 27H (state cleaning contracts). The awarding authority has a legal obligation to request a prevailing wage schedule from the Department of Labor Standards (DLS) at www.mass.gov/dols. If this is a statewide contract or department contract that can be used by other eligible public entities, then any such eligible public entity that uses the contract will be considered the "awarding authority" and must also request a prevailing wage schedule at the time of the engagement of the contractor for specific services. In addition, Bidders and proposers must agree to comply with the Prevailing Wage Law, as administered by the DLS. Questions regarding the Prevailing Wage Law may be answered by accessing the DLS website at www.mass.gov/dols or by calling the DLS Prevailing Wage Program at (617) 626-6953.

3.8 Supplier Diversity Program (SDP) Plan

Important Note:
The former State Office of Minority and Women Owned Business Assistance (SOMWBA) is now known as the Supplier Diversity Office (SDO). The Affirmative Market Program (AMP) is now known as the Supplier Diversity Program (SDP), and the AMP Plan Form is now the SDP Plan Form. SOMWBA-certified M/WBEs (Minority and/or Women Business Enterprises) are now referred to as SDO-certified M/WBEs.

Transition: Any requirements or desirable specifications in this RFR, or any documents associated with this RFR, for SDO Certification, or an SDO Certification Letter, may be met by a current (prior to expiration date) SOMWBA Certification Letter. When SOMWBA certification comes up for renewal, SOMWBA certfications will be replaced by SDO certifications. This provision shall remain in effect until all current SOMWBA certifications have been replaced by SDO certifications.

Massachusetts Executive Order 524 established a policy to promote the award of State Contracts in a manner that develops and strengthens Minority and/or Women Business Enterprises (M/WBEs). As a result, M/WBEs are strongly encouraged to submit bid Responses to this RFR, either as prime vendors, joint venture partners or subcontractors. All Bidders, regardless of their certification status, are required to submit a completed SDP Plan Form as part of their Response for evaluation. It is required that Supplier Diversity Program participation accounts for no less than 10% of the total points in the evaluation. <Higher evaluation points may be awarded to SDP Plans that show more commitments for use of certified vendors in the primary industry directly related to the scope of the RFR, subcontracting expenditures and partnerships for the purpose of contracting with the Commonwealth.

The SSST requires Bidders to make a significant commitment to partner with certified Minority- and Women-Owned Businesses in order to be awarded a Contract. An SDO-certified (formerly SOMWBA-certified) Bidder may not list itself or an affiliate as being a Supplier Diversity Partner to its own company. In addition, a narrative statement can be included to supplement the SDP Plan Form providing further details of the SDP commitments. The submission of this narrative statement does not replace the requirement of the SDP Plan Form. Bidders must submit one form for each M/WBE SDP Relationship. **Please note that no Bidder will be awarded a Contract unless and until they agree to commit to at least one (1) of following three (3) SDP Components selected by the SSST:**

3.8.1 Subcontracting:

If Bidder commits to Subcontracting in their SDP plan, then they must commit to subcontract a specific dollar amount, or a minimum percentage of dollars earned through an awarded Contract, with an SDO-certified company. Although this is only one of several options to meet the requirements for participation in the Supplier Diversity Program, Bidder's submission of subcontracting commitments may be weighted most heavily. The SSST will set timelines for progress reviews (either quarterly or semi-annually) for the purpose of compliance and tracking of submitted commitments. Please note that all subcontracting partnerships require inclusion of that contract between the Bidder and the M/WBE subcontractor in the Bidder's bid package.

3.8.2 Ancillary Uses of Certified M/WBE Firm(s):

If a Bidder commits to Ancillary Uses of certified M/WBE Firm(s) in their SDP plan, then they must include dollar or percentage expenditure commitments for use of these firm(s) with or without the use of written commitments between the Bidder and the M/WBE Firm(s). A

description of the ancillary uses of certified M/WBEs, if any, must be included on the SDP Plan Form.

3.8.3 Growth and Development:
If a Bidder commits to Growth and Development in their SDP plan, then they must submit a plan for education, training, mentoring, resource sharing, sponsorship, and/or joint activities with an SDO-certified company.

Once an SDP Plan is submitted, negotiated and approved, the SSST will then monitor the Contractor's performance.

Resources available to assist Prime Bidders in finding potential M/WBE partners can be found at: SDP Procurement Resources and Guides or www.mass.gov/sdp. Vendors are strongly urged to view a Webinar designed to assist them in understanding the SDP plan requirements, developing an appropriate plan, and completing the SDP Form correctly.

3.9 Participation in the OSD's Annual Marketing Event, MASS*buys*

OSD hosts an annual marketing and training trade show, usually in late April or early May, to educate public purchasers and contract end-users on the commodities and services available on statewide contracts, highlight innovative environmentally preferable (green) products and provide marketing and networking opportunities to the business community. The event, recently renamed MASS*buys*, represents the blending of two highly successful long running OSD trade shows, the Statewide Training And Resource (STAR) Exposition and the Environmentally Preferable Products (EPP) Vendor Fair and Conference.

The attendees at these events have included public purchasers and contract end users representing all Commonwealth agencies, cities and towns across the state, independent authorities, higher education and eligible not for profit human and social service organizations. The venue for MASS*buys* has significant marketing value and is extremely cost effective as it provides exceptional opportunities for statewide contractors to market directly to thousands of attendees.

The MASS*buys* Exposition is scheduled each year at either the Boston Convention & Exhibition Center (BCEC) or the DCU Center in Worcester and is 100% supported by statewide contractors as exhibitors. The cost to exhibit is approximately $1100. OSD believes that the show is important because it provides public purchasers and end users with an opportunity to meet over 300 statewide contractors and receive important information on new products, particularly those that save energy, conserve water or other resources, reduce waste as well as the use of toxic substances and may also contain recycled materials. It provides statewide contractors with the unparalleled opportunity to establish and renew business relationships with existing customers and to market their business to approximately 2,000 attendees, many of whom represent potential new customers.

Please note that exhibiting at the MASS*buys* Exposition is not required and no points will be awarded to those Bidders who commit to participate. However, Bidders who indicate their willingness to exhibit at MASS*buys* in their RFR Response will be required to honor their commitment for the duration of their contract, if awarded a contract.

3.10 Requirements for Doing Business After a Contract Has Been Awarded

The requirements below are specific to the Statewide Contract, if any, awarded as a result of this Solicitation. Awarded Bidders (Contractors) must also comply with the requirements stated in Terms and Requirements Pertaining to Awarded Statewide Contracts.

3.10.1 Statewide Contract Administration Fee and Report

This Statewide Contract is subject to a 1% Contract Administration Fee, which is created pursuant to MGL c. 7, § 3B, 801 CMR 4.02 and the Transaction Fee section in this solicitation and/or incorporated by reference into Statewide Contracts with the Operational Services Division (OSD). The price stated in any Bidder's bid price and any Contractor's Statewide Contract shall be inclusive of this fee and Contractors shall not reflect this fee as a separate line item on customer invoices.

This fee will be based on 1% of the total dollar amounts, adjusted for credits or refunds, paid by Eligible Entities to the Statewide Contractor based on your statewide contract. All "Statewide Contracts" awarded and all purchase orders and purchases made pursuant to this RFR are subject to this fee regardless of whether the contract was awarded for statewide or regional coverage. Eligible Entities include, but are not limited to: a) Cities, towns, districts, counties and other political subdivisions; b) Executive, Legislative and Judicial Branches, including all departments and elected offices therein; c) Independent public authorities, commissions, and quasi-public agencies; d) Local public libraries, public school districts, and charter schools; e) Public hospitals owned by the Commonwealth; f) Public institutions of higher education; g) Public purchasing cooperatives; h) Non-profit, UFR-certified organizations that are doing business with the Commonwealth; i) Other states and territories with no prior approval by the State Purchasing Agent required; and j) Other entities when designated in writing by the State Purchasing Agent. For a list of other entities that are eligible to use your specific Statewide Contract, please check the Issuers Tab for each Solicitation or Contract on Comm-PASS at www.comm-pass.com.

Note that if the 1% Administration Fee is deductible as a business expense for federal income tax purposes, it is also deductible as an expense for Massachusetts tax purposes.

3.10.1.1 Quarterly Fee Payment:

For each Payment Period, Contractor shall pay to OSD a Fee equal to one percent (1%) of the total payments (adjusted for credits or refunds) received from all Eligible Entities that have purchased from the Contractor pursuant to this Agreement. All payments will be based on full calendar quarters (Payment Periods) and must be received by OSD on or before 45 days after the last day of the Payment Period (as specified below) or a contractor will be considered in breach of contract:

Quarter	Payment Period	Quarterly Payment Due Date
First Quarter	January 1st – March 31st	May 15th
Second Quarter	April 1st – June 30th	August 15th
Third Quarter	July 1st – September 30th	November 15th
Fourth Quarter	October 1 – December 31st	February 15th

Quarterly payment will include any periods less than a full calendar quarter if a contract does not start at the first day of a quarter or end on the last day of the quarter.

Document Sensitivity Level: High during development; **Low** once published.

Payments are to be made through a web-based secure payment center, which can be accessed through a link provided to Statewide Contractors by OSD. All Administration Fee payments are to be made directly through the secure payment center. Prior to the due date for the Statewide Contractor's Administration Fee payment, the Statewide Contractor will receive an e-mail communication from OSD that includes all required information the Statewide Contractor must use to submit Payments via the secure payment center. Electronically submitting your payment, which is comprised of the 1% administrative fee of the total payments received by the Contractor from all Eligible Entities for the Quarter, will serve as the Statewide Contractor Administration Fee Report. If the total Administration Fees due for the Payment and Reporting Period are less than $50, a Statewide Contractor may carryover that balance to the next Payment and Reporting Period until the cumulative amount owed is $50 or greater (see Quarterly Reporting below for instructions).

3.10.1.2 Quarterly Reporting:
Contractor shall submit one Statewide Contractor Administration Fee Report for each Statewide Contract for each Payment Period. If an amount greater than $50 is due for the Payment Period, then the electronic submission of the payment shall serve as submission of the Statewide Contractor Administration Fee Report, as referenced in the Quarterly Fee Payment section above. However, if the total Statewide Contractor Administration Fee due is between $0 and $50, then the Contractor must submit one Statewide Contractor Administration Fee Report for each Statewide Contract for each Payment Period. If you are submitting this report, it must be completely filled out, signed by the Statewide Contractor via electronic signature under pains and penalties of perjury and emailed to osdfeeadministrator@massmail.state.ma.us .

3.10.1.3 Audit:
During the term of this Agreement and for a period of six years thereafter, the Operational Services Division, its auditors, the Office of the Inspector General or other authorized representatives shall be afforded access at reasonable times to Contractor's accounting records, including sales information on any system, reports or files, in order to audit all records relating to goods sold or services performed pursuant to this Agreement. If such an audit indicates that Contractor has materially underpaid OSD, then the Contractor shall remit the underpayment and be responsible for payment of any costs associated with the audit.

3.10.1.4 Other Terms:

- Contractors are responsible for compliance with all other contract reporting requirements including, but not limited to, contract detailed spend, Supplier Diversity Program (SDP) and other contract reports, as required by this contract.

- All amounts payable by the Contractor to OSD under this Agreement that are not received by the due date specified shall bear simple interest from the date due until paid. The Late Payment Interest Rate is set by the Office of the State Comptroller on an annual basis and can be found by selecting the fiscal year in question on the Comptroller's Fiscal Year Updates webpage.

- In the event of the Contractor's breach of this policy including, but not limited to, non-reporting, non-payment, late reporting/payment, under-reporting/payment, the Commonwealth reserves the right to pursue any and all recourse and penalties available including, but not limited to, contract suspension and contract termination. The Commonwealth is allowed to suspend, terminate or debar pursuant to Massachusetts General Laws Chapter 29, Section 29F, as amended,

and pursuant to Section 4 of the Commonwealth Terms and Conditions. In addition, in the event the Contractor fails to make any payment when due, the Contractor shall be liable to the Commonwealth for all expenses, court costs, and attorneys' fees (including inside counsel) incurred in enforcing the terms and conditions of this Agreement.

3.10.2 Quarterly Sales / Engagement Reports

Contractors will be required to submit quarterly sales / engagement reports. Reports must be received by Operational Services Division no more than thirty days after the end of the reporting period. Reports must be submitted electronically to charles.plungis@state.ma.us or other email address provided by the SSST.

The reports will include but will not be limited to: sales detail for each product sold, product categories and subcategories, SKU numbers and descriptions, dates of all sales and other items. Report template will be published on Comm-pass after the commencement date of the award.

The Contract Manager and SSST may request the Contractor to provide special customized reports during other times.

3.10.3 Minimum amount of business with this Contract

In order to remain on this Statewide Contract, Bidders must meet the following requirements regarding the amount of business conducted under the Statewide Contract:

Bidders must have sales within a category greater than zero dollars ($0) within eight months from the date they were awarded a contract.

3.10.4 Restrictions on Statewide Contract use or identification of similar Statewide Contracts

Some products may overlap existing statewide contracts for stand-alone equipment which will be allowed (i.e. stand-alone equipment to make a system fully functional or bundle as part of a system). Items that are offered on Statewide Contracts (and any of the successor statewide contracts) with the primary use listed below will be excluded unless identified in this RFR and any attachments.

The lists of products and services that are NOT allowed under this contract include, but are not limited to, the following:
Alarm Panels, installation, service or repair; Fire Alarm Testing and Monitoring Service; Fire Extinguisher, repair, recharge, exchange; Fire Suppression System, installation, inspection, service or repair; Fire/EMS Equipment, Supplies and Services (FIR03); Sprinkler Installation, inspection, service or repair; Multi-Media/AV Equipment, installation, service or repair (OFF30); Videoconferencing services, installation, service or repair (OFF30); Office Equipment Printers, Scanners, Copiers (OFF32, OFF27); Computer workstation, classroom, conference furniture (OFF20); Media storage systems (not related to Security, Surveillance); Computer monitors (not related to Security, Surveillance Systems); Telephone Carrier Services.

3.10.5 Security and confidentiality

Contractor shall comply fully with all security procedures of the Commonwealth and Commonwealth Agencies in performance of the Statewide Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents,

distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, personally identifiable information, or commercial proprietary information in the possession of the Commonwealth Agency.

3.10.6 Contract Management (Contractor's interface with Commonwealth's Contract Manager)
All Bidders are required to have an established Account Manager for this contract to be listed as the contact for the Contractor under the "Vendor(s)" tab of Comm-PASS record for this contract (if awarded). Bidders must identify this Account Manager in their responses. It is desirable that Bidders have a toll free number and/or toll free access or accept collect calls from Eligible Entities for ordering purposes and to take calls regarding issues related to delivery. All personnel must be able to answer questions regarding the Commonwealth's pricing and service under the contract.

The Account Manager will be responsible for operation and administration of the contract by the Contractor. The Account Manager must respond in a timely manner and in writing unless instructed otherwise, to all information requests from OSD's Procurement Manager(s).

The Account Manager must attend meetings at OSD or at other sites, as requested and determined necessary by the SSST. The Account Manager will be responsible for reports required in the RFR and will serve as liaison between the Contractor and OSD and any other eligible entity. The SSST may require the Contractor to remove the Account Manager from work on this contract, if in its opinion, it is apparent that the Account Manager does not deliver work that conforms to performance standards stated in this RFR or hinders effective use of the contract.

3.10.6.1 Change Notification
The awarded contractor must notify OSD's Procurement Manager for the contract within five (5) business days of any changes in contract management or contact information. Such changes may include changes to the Contractor's contact information, company name, legal address, payment address, tax identification number, authorized signatories, SOMWBA-certification status, or EFT information must be promptly reported via email to the Commonwealth Procurement Manager. In some cases additional paperwork will be required to effect the change. OSD is not responsible for missed communication if the Contractor has failed to update information.

3.10.6.2 Adding commodities and/or services to the Statewide Contract
Contractors may request adding commodities and/or services that are related to the scope of the contract. In addition, the Commonwealth may add additional products and/or services.

3.10.6.3 Environmentally Preferable Products and Services
The department and Contractor(s) may establish a preference for Environmentally Preferable Products (EPPs) and/or negotiate during the Contract term to permit the substitution or addition of EPPs to the Contract when such products are readily available at a competitive cost and satisfy the department's performance needs.

3.10.6.4 Identification and approval of subcontractors & joint ventures (see Subcontracting Policies and the Commonwealth Terms and Conditions)

3.10.6.5 Advertising pre-approval

Contractors must submit all advertising literature with regards to any contract(s) resulting from this RFR, including but not limited to, brochures, catalogs, and price lists to the OSD Procurement Manager and the SSST for review and approval prior to it being provided to any Eligible Entity. Non-compliance with this requirement will result in a penalty assessment negotiated by the OSD Procurement Manager, SSST and Contractor

3.10.7 Publication of Product Lists

The Commonwealth will publish price files for all categories in which each Contractor was awarded.

3.10.8 Contract Website and Online Ordering System

All Bidders will be required to set up a contract webpage that contains the approved contract pricing, terms and conditions within 60 days of Contract execution. Approval by the SSST, prior to publication of the initial website and any changes or updates, is required.

The website page must include the minimum elements:

- Dedicated Massachusetts site for all FAC64 pricing
- Catalogs for approved manufacturers with pricing.
- Price files with manufacturer discounts and labor rates.
- Account Manager's information (Name, telephone number, fax number, and e-mail address)

Category 1 Only - It is desirable that all Category 1, Catalog Sales Bidders also offer an online ordering system. If an online ordering system is provided it must include the following minimum functionality:

- Ability to display Massachusetts Statewide Contract items only;
- Clear product descriptions including but not limited to the unit of measure, electrical wattage, percentage of post-consumer recycled content (where appropriate) and price;
- Ability to not display or otherwise prevent the order of items that are excluded from the contract and items which the Contractor was not authorized to sell;
- Provide no disclaimers or offers that are inconsistent with the Contract;
- Search capability by product type, type of item, manufacturer, manufacturer part number #, and keyword description;

The following functionality is desirable:

- Search capability by product type, type of item, manufacturer, manufacturer part number #, and keyword description;
- Ability for Eligible Entity to save their "Favorites List"/"Shopping Cart" of most commonly purchased items;
- Ability to provide a workflow approval process for a minimum of two approval levels. More than two approval levels are desirable;
- Ability to display contract price rather than list price;
- Ability to limit the quantity of restricted items (if those were to be designated by the SSST) per order;

Document Sensitivity Level: High during development; **Low** once published.

- Ability to provide machine matching, i.e., to display products compatible or commonly purchased with the product on the screen;
- Ability to search within results or filter them by manufacturer, price or other parameters;
- Ability to provide a cost comparison among lower cost items that are equal or better in quality to the item(s) selected;
- Ability to provide a comparison among items that more environmentally preferable and are equal or better in quality to the item(s) selected;
- Ability to show the quantity of items available;
- Ability to show the number of items in a carton, box, or other shipping unit;
- Provide capability to enter multiple "Ship To" addresses within one order;
- Ability to define symbols (e.g. ecolabels) when the cursor hovers over them;
- Provide chat functionality for consulting Contractor staff;
- Ability to place orders for in-store pick up;
- Provide a comment field where a user can enter comments for each line item of an order;
- Ability to provide order tracking and delivery status;
- Ability to post an online Contract Survey Form with results that can be completed electronically with results downloaded and viewed by the Commonwealth Contract Manager;
- Ability to maintain a "How to Buy" section including telephone, fax and email information for the Contractor's Contract Manager, sales, service and customer service personnel dedicated to the Contract, and instructions on use of the online ordering system;
- Ability to maintain a promotional section to highlight any current or planned approved Contract promotions;
- Ability to provide an environmental information section including but not limited to: information about the benefits of purchasing environmentally preferable products, current and future environmental commitment(s), policies and initiatives (e.g. packaging reduction, toxics reduction, product end-of-life management) and other relevant topics.

The SSST reserves the right to request modifications to the website during the term of the Contract. Any modifications, changes or updates must be reviewed and approved by the SSST prior to publication. Non-compliance with this requirement may result in a penalty assessment, Contract suspension, or Contract termination.

e-Procurement and Web-based Catalog Purchasing
In addition, as per section 6.3.5, all Bidders responding to this RFR agree that in the event the Commonwealth implements a Web-based system to support catalog purchasing and upon at least 120 days' notice, they will participate as directed by the SSST to successfully activate and maintain a contract- and technically-compliant catalog in the Commonwealth of Massachusetts open-architecture eMarketplace.

3.10.9 Orders (Contractor's Interface with Commonwealth Agencies)

Request for Quotes – Eligible Entities are required to seek multiple quotes from Statewide Contractors prior to issuing an order. For Category 1 purchases, checking the price files and catalogs to determine the net cost of the equipment you are interested in will constitute a quote. However, many times Contractors are willing to offer additional discounts so checking with each Contractor directly is strongly encouraged.

Exceptions to the Quote Requirement: Eligible Entities may expand a current system without requesting multiple quotes, provided that either:

A. the existing system is still under warranty and changing vendors may compromise the warranty of the original system; or

B. the expansion costs no more than 50% of the original system cost, not including the costs of any service plans or maintenance performed on the system.

Requirements of the Eligible Entity
It is the responsibility of the Eligible Entity to provide the contractor with a copy of the most current prevailing wage sheet at the time of the quote request. Prevailing wage sheets can be requested from the Department of Labor Standards by visiting their website, http://www.mass.gov/lwd/labor-standards/prevailing-wage-program/. The process is automated and the turnaround time is very quick, usually less than one business day.

Contractors may request an "Example Request for Prevailing Wages" from the Department of Labor Standards by visiting their website, http://www.mass.gov/lwd/labor-standards/prevailing-wage-program/ and clicking on "Example Request for Prevailing Wages", then "Continue without registering" and entering the details of the project. The rates provided will be the prevailing wage rates in effect at the time of the request.

3.10.10 Continued Qualification Based on Performance
Each Contractor's performance will be evaluated on an ongoing basis and will be utilized in determining whether or not to extend the contract. Eligible Entities will be surveyed as to their satisfaction with the Contractor's performance under the contract. Contractor performance will also be evaluated based on the number of complaints received from Eligible Entities. A high number of unresolved complaints will result in a warning to the contractor and may lead to early termination or non-renewal of that Contractor's contract. Financial reports will also be utilized to evaluate performance on an ongoing basis. Failure to submit the required reports in a timely and accurate manner may lead to early termination or non-renewal of a contractor's contract.

3.10.11 Contractor Transition
In cases where the Eligible Entity is changing Contractors, after the expiration or termination of this contract, or after the expiration or termination of any service agreement based on this contract, the Contractor must agree to work with the Eligible Entity and any other applicable organizations to provide personnel and services in a manner that would ensure that the operations of the Eligible Entity's facility are not disrupted.

3.10.12 Alternatives
Contractors may propose alternatives for equivalent, better or more cost effective performance than specified under the Contractor's original Response at any time during the life of the Statewide Contract.

3.10.13 Failure to perform contractual obligations

Problems with service quality, documentation, customer service and/or failure to adhere to the any provisions of this RFR or an Eligible Entity's standard operating procedures are grounds for any or all of the following actions.

The SSST will inform the Contractor of non-compliance with the contract. A specific period of time will be provided for the Contractor to correct the situation. If the situation has not been corrected in the allotted time period or if the problem reoccurs, the SSST may impose penalties including but not limited to the ones listed below:

- Require the Contractor to credit the Eligible Entity based on the period of time when the quality of service was unsatisfactory.
- Issue penalties, including, but not limited to the estimated cost of any remedial action incurred by the Eligible Entity.
- Suspend the Contractor until the problem is resolved.
- Terminate the Contractor for the life of the contract and any renewals.
- The SSST will be the final decision-making body for the resolution of any conflicts between Eligible Entities and the Contractors

Unsatisfactory Performance
The SSST intends to use Contractor reports, surveys and other means to measure Contractors performance on this contract. These reports will measure performance to the level expected based on the Contractor's bid to this RFR and users expectations.

Although poor performance is defined by the Contractor's failure to adhere to any of the requirements of this RFR and resulting contract, samples of poor performance include the following:

- Late submission and non-submission of required annual reports
- Repeated complaints by the Eligible Entities
- Contractors' failure to provide quotes and/or required services to Eligible Entities
- Repeated failure to adhere to the service maintenance response times;
- Marketing of goods and services not included on this Statewide Contract;
- Repeated Billing Errors;
- Low sales dollar volume.

4 EVALUATION CRITERIA

Bidder scores will be used to rank Bidders and will determine which Bidders will proceed to subsequent stages of the evaluation and/or enter into negotiations with the Commonwealth to receive a Contract award.

4.1 Mandatory requirements

Mandatory Specifications must be met in order for a Bid to be evaluated and may be used to disqualify Bidders. In addition, certain mandatory specifications have desirable components to them that may be evaluated by the SSST. The SSST reserves the right, in its discretion, to determine if non-compliance with a Mandatory Specification is insignificant or can be easily corrected.

Solicitation sections that include terms such as: "must", "shall", "will" and "required" are "mandatory." Failure to meet the requirements of a mandatory specification without providing an alternate that is acceptable to the evaluators may result in the disqualification of a Bidder's proposal.

4.2 Desirable specifications

Desirable specifications will be scored according to the Evaluation Criteria.

RFR specifications prefaced with language such as: "desirable", "could," "can," "should," "preferably," "prefers," "suggested," and "requested" identify a desirable or discretionary item or factor that is considered by the issuer to be "desirable." The issuer has listed all desirable specifications which will receive points in the evaluation criteria.

4.3 Alternatives

A Response which fails to meet any material term or condition of the Solicitation, including the submission of required attachments, may lose points or be deemed unresponsive and disqualified. Unless otherwise specified, Bidders may submit Responses proposing alternatives which provide equivalent, better or more cost effective performance than achievable under the stated Solicitation specifications. These alternatives may include related commodities or services that may be available to enhance performance during the period of the Contract. The Response should describe how any alternative achieves substantially equivalent or better performance to that of the Solicitation specifications.

The SSST will determine if a proposed alternative method of performance achieves substantially equivalent or better performance. The goal of this Solicitation is to provide the best value of commodities and/or services to achieve the goals of the procurement.

4.4 Evaluation Components

The following components will be some of the criteria considered by the team when evaluating each Response/bid:

4.4.1 Price

Please note that price will carry a significant weight in the evaluation process.

The following price components will be evaluated:

- Discounts-off list
- Mark-ups over prevailing wage
- Hourly rates
- Prompt Pay Discounts (PPD)

Document Sensitivity Level: High during development; **Low** once published.

4.4.2 **Supplier Diversity Plan (formerly Affirmative Market Plan) (minimum of 10% weight)**

4.4.3 **Company experience**

4.4.4 **Mandatory License Requirements, if any**

4.4.5 **Employee requirements**

4.4.6 **Financial stability including DUNS report, bankruptcy, litigation and contract defaults**

4.4.7 **Compliance with Insurance Requirements**

4.4.8 **References and reference information and/or requirements**

4.4.9 **Environmental specifications**

4.4.10 **Online/web capability**

4.4.11 **Other desirable or optional specifications**

Document Sensitivity Level: High during development; **Low** once published.

5 HOW TO SUBMIT A BID RESPONSE

All Bidders may begin creating and compiling response materials as soon as the Solicitation containing files on the Forms & Terms tab and the Specifications tab is in an OPEN Document Status. When submitting response materials prior to the Solicitation Close Date, the ability to upload documents is only available to active SmartBid account holders after the Solicitation Amendment Deadline has passed. Once the Solicitation Close Date and Time has passed, interested Bidders will be unable to submit a Response online.

5.1 Bid Response Method

Online Bid Submission via SmartBid is required to eliminate direct and indirect costs associated with the production, delivery/receipt, storage and management of traditional paper bids incurred by Bidders, the Operational Services Division, and the Commonwealth of Massachusetts. Bids submitted via the SmartBid tools also promote environmental conservation and preservation by eliminating printed materials as well as fossil-fuel consumption associated with delivery. All Bidders must submit Responses online using tools available to Comm-PASS SmartBid Subscribers only.

Comm-PASS SmartBid requires an annual subscription. To subscribe, go to www.comm-pass.com. Complete the SmartBid subscription process by selecting the JOIN tab from the main navigation bar to review subscription benefits, and create a custom account.

All Bidders who are awarded a contract resulting from this RFR, if any, will be required to maintain an active subscription account during the duration of the Contract, by renewing their subscription annually.

5.2 SmartBid Training

Training sessions targeting the online submission tool, if offered, are noted in the Procurement Calendar.

5.3 SmartBid Support

Technical assistance is available during the procurement process. Every effort is made to respond to inquiries within one business day.

Website: Go to www.mass.gov/osd and select the Comm-PASS Resource Center link offered within the Conduct a Procurement menu.

Email: Send inquiries to the Comm-PASS Helpdesk at comm-pass@state.ma.us

Telephone: Call the Comm-PASS Helpline at 1-888-MA-STATE (1-888-627-8283). The Helpline is staffed from 7:30 AM to 5:00 PM Monday through Friday Eastern Standard or Daylight time, as applicable, except on federal and state holidays.

Bidders are advised that Comm-PASS will be unavailable during regularly scheduled maintenance hours as displayed under the "Comm-PASS System Availability" link offered at the bottom of any Comm-PASS page.

5.4 Bid Response Deadline

All Bids must be received by the Operational Services Division before the specified date, month, year and time displayed on the Solicitation's Summary page within the Close Date field. Times are Eastern Standard/Daylight Savings (US), as applicable. All Bidders are advised to allow adequate time for submission by considering potential online submission impediments like Internet traffic, Internet connection speed, file size, and file volume. OSD is not responsible for delays encountered by Bidders or their agents, or for a Bidder's local hardware failures, such as computers or related networks, associated with bid compilation or submission. Bids submitted via

SmartBid are time stamped by the Comm-PASS system clock which is considered the official time of record.

5.5 Bid Package

Bidders submitting via SmartBid must name their Response by entering <BidderName_FAC64_Security Surveillance and Access Control> in the Response Nick Name field in Step 3 of the submission wizard.

5.6 Bid Response Contents

Bidders must comply with the requirements below.

5.6.1 RFR Submission Checklist

Strategic Sourcing Services Teams seek to reduce the number of Bidder disqualifications based on incomplete submissions. Therefore, Bidders must complete and submit the RFR Submission Checklist and all documents referenced in the Checklist. By submitting the RFR Submission Checklist with a response, Bidders agree to all specifications on Comm-PASS for this Solicitation, including the RFR and all the documents within all the tabs, including the Forms & Terms tab and the Specifications tab, and the Solicitation's related Forum, if any.

5.6.2 Bidder Qualification Response Form

Bidder **must** complete and submit Attachment A on-line via SmartBid.

5.6.3 Price Files

Bidder **must** complete and submit a price file for each category being bid, Attachment B, online via SmartBid.

5.6.4 Prompt Payment Discount Form

Bidder **must** complete and submit online via SmartBid Commonwealth Prompt Payment Discount (PPD) form.

5.6.5 Additional Environmentally Preferable Products/Practices Form

Bidder **must** complete and submit online via SmartBid the Additional EPP/Practices form that is posted with the bid documents (Section 3.6).

5.6.6 Supplier Diversity Program Plan (SDP)

Bidder **must** complete and submit online via SmartBid the SDP Plan (Section 3.8).

5.6.7 Proof of Insurance

Bidder **must** submit certificate/proof of insurance (Section 3.3).

5.6.8 Open Ratings/Dun & Bradstreet

Category 2 Only – Bidder **must** submit a copy of the order confirmation with your Response or you may submit a copy of the two reports dated 7/1/2012 or later as per Section 3.1.8. You should name the file "[Bidder Name]_Open Ratings"

5.6.9 S-License

Category 2 Only – Bidder **must** submit a copy of a current and valid S-License (Section 3.1.2).

5.6.10 Business References

Category 1 and Category 3 – Bidder must submit a list of at least 10 business references (Section 3.1.7).

5.6.11 Other Professional Certifications

Category 2A Only – Bidder **must** submit copies of required certifications (Section 3.1.6).

5.6.12 Additional attachments

Document Sensitivity Level: High during development; **Low** once published.

Bidder may attach any other documents not listed in this checklist which will validate Bidder's statements in the bid response

5.6.13 Additional Bid Response Terms

5.6.13.1 Prohibition regarding contract terms

Bidders must not, as part of their bid Responses, propose additional contractual terms, or supplemental or clarifying language pertaining to contractual terms, even if the proposed additions/clarifications are not in conflict with the Commonwealth Terms and Conditions, the Standard Contract Form, or other documents comprising this RFR. It is essential for Contracting Departments that all contractors' Statewide Contracts can be depended upon to incorporate the same terms and only those terms. Contractors, who wish to propose additional non-conflicting contractual terms, or supplemental or clarifying language, may do so ONLY on a case-by-case basis, negotiated for each specific engagement and memorialized in the Project Statement of Work.

5.6.13.2 Bidder Response Form

All specifications of this RFR that are not mandatory such as those specifically identified as "optional," "desirable" or in other terms indicating that the specification is not mandatory must have a response within the Bidder Response Form provided on Comm-PASS for this solicitation in order to be evaluated. Most items within the Bidder Response Form will be scored to determine the apparent successful Bidders. The SSST does not want and will not read, consider or evaluate a line by line response to this RFR.

5.7 Bid Response Materials

5.7.1 Electronic Signatures

Bids submitted via SmartBid must be signed electronically by the Bidder or the Bidder's Agent by selecting the Agree to All link in Step 2 of the Online Submission wizard. By selecting "Next Step" on the "Forms & Terms" tab after acknowledging all of the forms on that tab, the submitter attests that s/he is an agent of the Bidder with authority to sign on the Bidder's behalf, and that s/he has read and assented to each document's terms.

5.7.2 Ink Signatures

Original ink signatures are required only after contracts have been awarded. The Commonwealth of Massachusetts requires Contractors to submit original ink-signature versions of the following forms:

- Standard Contract Form
- Commonwealth Terms and Conditions
- Contractor Authorized Signatory Listing
- Request for Taxpayer Identification and Verification (Mass. Substitute W9 Form).

Successful Bidders who signed these forms electronically via SmartBid online submission tools must still submit the above forms with ink signatures within seven (7) calendar days of award notification or their contract may not be executed by the Commonwealth. Bidders who have previous contract(s) with the Commonwealth and have up-to-date, ink-signature versions of the Commonwealth Terms and Conditions and Request for Taxpayer Identification and Verification (Mass. Substitute W9 Form) on file with the Office of the State Comptroller may submit copies of the signed forms. However, a new Standard Contract Form and Contractor Authorized Signatory Listing with original ink signatures must be submitted for each new contract with the Commonwealth.

Document Sensitivity Level: High during development; **Low** once published.

5.8 Limits and Restrictions

5.8.1 File Naming Conventions

Files submitted via SmartBid must follow the file naming convention specified below. The Description entered during the file upload process ensures each file is readily identified by Company Name and content. The File Name assigned by the Bidder as stored on their computer or network must be structured such that each file can be processed by the upload tool. The upload tool will reject any file name that includes spaces or symbols, like the brackets [ ] some systems apply when files are downloaded from the Internet.

Response Component	Description Enter in SmartBid during upload	File Name Assign when creating files
Bidder's Response form - Attachment A	Company Name Response Form A	FAC64_CompanyName_AttachA
Price File – Attachment B	Price File – Category [Category Number]	FAC64_CompanyName_PriceFile
SDP Plan Form	Company Name SDP Plan Form	~~CompanyName_SDPform.xls~~ FAC64_CompanyName_SDPform
SDP Partner's Certification Letter	SDP Letter SDP Partner Company Name	FAC64_CompanyName _SDP_Letter
SDP Partnership Agreement (if subcontracting)	SDP Agreement – [SDP partner company name]	FAC64_CompanyName_SDP_Agreement
Proof/Certificate of Insurance	Insurance – [Company Name]	FAC64_CompanyName_Insurance
List of References (Category 1 or 3)	References [Category]	FAC64_CompanyName_References
Open Ratings Order Confirmation (Category 2)	Company Name Open Ratings	FAC64_CompanyName_OpenRating
Copy of Current S-License	Company Name S-License	FAC64_CompanyName_SLicense
Prompt Payment Discount Form	PPD – [Company Name]	FAC64_CompanyName_PPD
Additional Environmentally Preferable Products/Practices	EPP – [Company Name]	FAC64_CompanyName_EPP
Professional Certifications	NAME OF CERTIFICATION – [Company Name]	FAC64_CompanyName_CertificationName

5.8.2 File Size Limits

The system will not accept files that approach or exceed 10 MB. If a large file fails to upload, the Bidder must save the contents as multiple files. Note the naming convention used above which illustrates distinguishing multi-part files through use of Part 1, Part 2, etc. <OR, if file descriptions and names are specified on the Response Form Only:>If a large file fails to upload, Bidders must break up the file and append _Part1, _Part2 to the end of the Description and File Name.

5.8.3 Duplicate File Names Not Accepted

Once a file has been submitted, Comm-PASS will not accept another file with the same name. This is the case even with files that are modified or have been withdrawn. If it is necessary to

resubmit a file, add an underscore and numeric suffix to the company name, for example, CompanyName_2_FootCat.

5.8.4 File Format Restrictions

All scanned documents must be in .pdf or .gif format, and must be scanned in such a way that they can be read on a computer monitor and printed on 81/2" x 11" paper, unless otherwise specified. Forms provided for the Bidder to complete, with the exception of the standard Forms located on the Solicitation's Forms & Terms tab, must be completed and submitted in their original formats, NOT scanned and submitted as PDF or other file types.

5.8.5 Documents and items that can not be submitted electronically

Documents and items that can not be submitted electronically, like confidential business references submitted by the reference, or requests for material samples, respectively, must be submitted to the address of the contact listed in the Issuer(s) tab on Comm-PASS in accordance with all of the Bid submission requirements including Bid Response Deadline, Bid Package and Environmental Response Submission Compliance provisions.

5.9 Withdrawing a Response

5.9.1 Prior to Close Date

Bids may be withdrawn using the Withdraw icon offered on the subscriber's Response Desktop.

5.9.2 After Close Date

No Bid can be withdrawn after the Close Date. If the Bidder wants to remove a Response from consideration, contact the Strategic Sourcing Services Lead for guidance.

6 APPENDIX 1 – REQUIRED TERMS FOR ALL STATEWIDE RFRS

The terms of 801 CMR 21.00: Procurement of Commodities and Services are incorporated by reference into this RFR. Words used in this RFR shall have the meanings defined in 801 CMR 21.00. Additional definitions may also be identified in this RFR. Unless otherwise specified in this RFR, all communications, Responses, and documentation must be in English and all cost proposals or figures in U.S. currency. All Responses must be submitted in accordance with the specific terms of this RFR.

6.1 General Procurement Information

6.1.1 Access to security-sensitive information

Bidders agree to adhere to this section in the event that an eligible entity provides a Contractor with security-sensitive information which, pursuant to MGL c. 4, § 7, cls. 26(n), is generally exempt from public disclosure under the Commonwealth's public records laws and must, for public safety purposes, be safeguarded from widespread public disclosure. This security-sensitive information is in the form of blueprints, plans, policies, procedures, schematic drawings, which relate to internal layout and structural elements, security measures, emergency preparedness, threat or vulnerability assessments, and/or any other records relating to the security or safety of persons (pursuant to MGL c. 66A) or buildings, structures, facilities, utilities, transportation, information technology or other infrastructure located within the Commonwealth. Qualified prospective Bidders that are interested in accessing this information for the purpose of preparing a bid Response must, before being allowed to access the information, sign a confidentiality agreement, thereby agreeing to:

- restrict the use of these sensitive records for any other purpose than as authorized and for the purpose of putting together a bid proposal;
- safeguard the information while it is in their possession (consistent with Section 6 of the Commonwealth Terms and Conditions); and
- return such records and materials to the Commonwealth upon completion of the project.

6.1.2 Alterations

Bidders may not alter (manually or electronically) the Solicitation language or any Solicitation component files, except as directed in the RFR. Modifications to the body of the Solicitation, specifications, terms and conditions, or which change the intent of this Solicitation are prohibited and may disqualify a Response.

6.1.3 Bidder's Contact Information

It is the Bidder's responsibility to monitor the email address provided in the Solicitation for the Bidder's contact person. The SSST may need to contact the Bidder's contact person with clarification requests or for other reasons. The SSST and the Commonwealth assume no responsibility if a Bidder's designated email address is not current, or if technical problems, including those with the Bidder's computer, network or internet service provider (ISP), cause e-mail communications between the Bidder and the SSST to be lost or rejected by any means including email or spam filtering.

6.1.4 Comm-PASS SmartBid Subscription

As specified in the RFR Section entitled Bid Response Method, Bidders must have or activate a free SmartBid account in order to submit a Response. A SmartBid subscription also provides value-added features, including automated email notification associated with postings and modifications to Comm-PASS records. When properly configured and managed, subscribers who login to SmartBid access:

- A secure desktop with Items I'm Tracking tools for efficient record management
- A customizable profile reflecting the subscriber's product/service areas of interest

- Full-cycle, automated email alert whenever any record of interest is posted or updated
- A custom listing in the public Business Directory, an online "yellow-pages" advertisement

Bidders who activate a SmartBid account are required to provide a valid email address in order to receive notifications. Bidders responding to this RFR agree to:

1. alert the procurement manager by email if the email address used within the SmartBid account:
   - differs from the email address for public display in the Comm-PASS Contract record, if awarded
   - changes and must be updated within the publicly displayed Comm-PASS Contract record, if awarded
2. set the mail server and mailbox settings to treat email sent from the domains @comm-pass.com and @state.ma.us as "friendly" or "not SPAM."

Every public purchasing entity within the borders of Massachusetts may post records on Comm-PASS at no charge. Comm-PASS has the potential to become the sole site for all public entities in Massachusetts.

6.1.5 Costs

Costs which are not specifically identified in the Bidder's Response, and accepted by the SSST as part of a Statewide Contract, will not be compensated under any Statewide Contract or engagement awarded pursuant to this RFR. The Commonwealth will not be responsible for any costs or expenses incurred by Bidders responding to this RFR.

6.1.6 Electronic Funds Transfer (EFT)

All Bidders must agree to participate in the Commonwealth Electronic Funds Transfer (EFT) program for receiving payments. A link to the EFT application can be found on the OSD Forms page (www.mass.gov/osd). Additional information about EFT is available on the Comptroller's VendorWeb site located at: https://massfinance.state.ma.us/VendorWeb/vendor.asp.

Upon notification of award, Contractors are required to enroll in EFT by completing and submitting the "Authorization for Electronic Funds Payment Form" to the SSST for review, approval and forwarding to the Office of the Comptroller, unless already enrolled in EFT. A link to the EFT application can be found on the Comptroller's VendorWeb site (see above link). This form, and all information contained on this form, shall not be considered a public record and shall not be subject to public disclosure through a public records request.

6.1.7 Minimum Bid Duration

Bidders' Responses to this RFR must remain in effect for at least 90 days from the date of Response submission.

6.1.8 Ownership of Submitted Responses

OSD and the SSST shall be under no obligation to return any Responses or materials submitted by a Bidder in response to this RFR. All materials submitted by Bidders become the property of the Commonwealth of Massachusetts and will not be returned to the Bidder. The Commonwealth reserves the right to use any ideas, concepts, or configurations that are presented in a Bidder's Response, whether or not the Response is selected for Contract award.

Responses stored on Comm-PASS in the encrypted lock-box are the file of record. Bidders retain access to a read-only copy of this submission via their Comm-PASS SmartBid Online Response Desktop, as long as their account is active. Bidders may also retain a traditional paper copy or electronic copy on a separate computer or network drive or separate media, such as CD or DVD, as a back up.

6.1.9 Prohibitions

Bidders are prohibited from communicating directly with any employee of the procuring Department or any member of the SSST regarding this RFR except as specified in this RFR, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR. Bidders may contact the contact person using the contact information provided in the "Issuers" tab for this Solicitation in the event that this RFR is incomplete or information is missing. Bidders experiencing technical problems accessing information or attachments stored on Comm-PASS should contact the Comm-PASS Helpdesk.

In addition to the certifications found in the Commonwealth's Standard Contract Form, by submitting a Bid Response, the Bidder certifies that the Response has been arrived at independently and has been submitted without any communication, collaboration, or without any agreement, understanding or planned common course or action with, any other Bidder of the commodities and/or services described in the RFR.

6.1.10 Public Records Law

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

6.1.11 Reasonable Accommodation

Bidders with disabilities or hardships that seek reasonable accommodation, which may include the receipt of RFR information in an alternative format, must communicate such requests in writing to the contact person. Requests for accommodation will be addressed on a case by case basis. A Bidder requesting accommodation must submit a written statement which describes the Bidder's disability and the requested accommodation to the contact person for the RFR. The SSST reserves the right to reject unreasonable requests.

6.1.12 System of Record

Comm-PASS is the official system of record for all procurement information which is publicly accessible at no charge at www.comm-pass.com. Information contained in this document and in each tab of the Solicitation, including file attachments, and information contained in the related Bidders' Forum(s), are all components of the Solicitation.

Bidders are solely responsible for obtaining all information distributed for this Solicitation via Comm-PASS, by using the free Browse and Search tools offered on each record-related tab on the main navigation bar (Solicitations and Forums). Forums support Bidder submission of written questions associated with a Solicitation and publication of official answers. All records on Comm-PASS are composed of multiple tabs, or pages. For example, Solicitation records contain Summary, Rules, Issuer(s), Intent or Forms & Terms and Specifications, and Other Information tabs. Each tab contains data and/or file attachments provided by the Strategic Sourcing Services Team. All are incorporated into the Solicitation.

It is each Bidder's responsibility to check Comm-PASS for:

- Any addenda or modifications to this Solicitation, by monitoring the "Last Change" field on the Solicitation's Summary tab, and
- Any Bidders' Forum records related to this Solicitation (see Locating an Online Bidders' Forum for information on locating these records).

The Commonwealth accepts no responsibility and will provide no accommodation to Bidders who submit a Response based on an out-of-date Solicitation or on information received from a source other than Comm-PASS.

6.2 Evaluation – Best Value Selection and Negotiation

The SSST may select the Response(s) which demonstrates the best value overall, including proposed alternatives, that will achieve the goals of the procurement. The SSST and a selected Bidder may negotiate a change in any element of Contract performance or cost identified in the original RFR or the selected Bidder's Response which results in lower costs or a more cost effective or better value than was presented in the selected Bidder's original Response.

6.3 Terms and Requirements Pertaining to Awarded Statewide Contracts

6.3.1 Comm-PASS SmartBid subscription

Contractors must maintain a free Comm-PASS SmartBid subscriber account managed by the Subscriber online at www.Comm-PASS.com. The subscription must be renewed annually for the duration of the Contract.

6.3.2 Commonwealth Tax Exemption

Payment vouchers or invoices submitted to Massachusetts government entities must not include sales tax.

6.3.3 Contractor's Contact Information

It is the Contractor's responsibility to keep the Contractor's Contract Manager information current. If this information changes, the Contractor must notify the SSSL by email immediately, using the address located on the Contract's "Issuer(s)" tab in the "Contact Information" section.

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

6.3.4 Contractual Status of Orders and Service Contracts

Each order or service contract placed under the Statewide Contract established as a result of this RFR shall be considered a separate Contract between the Contracting Department and the Contractor, and shall be deemed to incorporate all of the terms and conditions of the Statewide Contract. Nothing contained in any order or service contract shall amend or vary the terms of the Statewide Contract. Additional terms which do not conflict with the Commonwealth's Terms and Conditions, the Massachusetts Standard Contract Form, this RFR and any amendments, or the Bidder Response, may be included in an order or service contract, if mutually agreed upon by the contractor and the Eligible Entity.

6.3.5 Electronic Procurement Systems (eProcurement)

All Bidders responding to this RFR agree that, (1) in the event the Commonwealth implements a Web-based system to support catalog purchasing and upon at least 120 days notice, they will participate as directed by the SSST to successfully activate and maintain a contract- and technically-compliant catalog in the Commonwealth of Massachusetts open-architecture eMarketplace, and (2) upon notification by the SSST that a Statewide Contract awarded as a result of this RFR will be enabled through Comm-PASS with Quick Quote functionality, the

bidders will restrict receipt of and response to requests for quote or purchase from all eligible public purchasers within the borders of Massachusetts through Comm-PASS SmartBid functionality.

By establishing an eMarketplace, Commonwealth executive departments and all eligible public entities will access one system to shop directly with Statewide Contract Vendors.

The eMarketplace will support an open model which means a supplier's single Web-catalog can be re-used for many customers. Bidders who already maintain or are developing a Website for product ordering are advised that links to their sites will only be enabled within Comm-PASS or the eMarketplace if the system is limited to or can distinguish between Statewide Contract customers and retail or commercial customers. Bidders who already maintain or are developing a Website for product information are advised that links to their site will only be enabled within Comm-PASS if content is restricted to terms authorized under Statewide Contract.

6.3.6 Emergency Standby Commodities and/or Services

Contractors may be called upon during a declared state of emergency to supply and/or deliver to the Commonwealth on a priority basis commodities and/or services which are currently under Statewide Contract.

To accommodate such requests, Contractors may be asked, and must make every effort to service, these requests from regular sources of supply at the rates set forth in any Statewide Contract resulting from this RFR.

6.3.7 HIPAA: Business Associate Contractual Obligations

Bidders are notified that any Department meeting the definition of a Covered Entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) will include in the RFR or RFQ and resulting contract sufficient language establishing the successful Bidder's contractual obligations, if any, that the Department will require in order for the Department to comply with HIPAA and the privacy and security regulations promulgated thereunder (45 CFR Parts 160, 162, and 164) (the Privacy and Security Rules). For example, if the Department determines that the successful Bidder is a business associate performing functions or activities involving protected health information, as such terms are used in the Privacy and Security Rules, then the Department will include in the RFR and resulting contract a sufficient description of business associate's contractual obligations regarding the privacy and security of the protected health information, as listed in 45 CFR 164.314 and 164.504 (e), including, but not limited to, the Bidder's obligation to: implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information (in whatever form it is maintained or used, including verbal communications); provide individuals access to their records; and strictly limit use and disclosure of the protected health information for only those purposes approved by the department. Further, the Department reserves the right to add any requirement during the course of the contract that it determines it must include in the contract in order for the department to comply with the Privacy and Security Rules.

The above information pertains to contracts with Departments which are entered into under the Statewide Contract. This Solicitation itself does not fall under HIPAA.

Document Sensitivity Level: High during development; **Low** once published.

6.3.8 Pricing: Federal Government Services Administration (GSA) or Veteran's Administration Supply

The Commonwealth reserves the right to request that the Contractor provide initial pricing schedules and periodic updates available under their GSA or other federal pricing contracts. In the absence of proprietary information being part of such contracts, compliance for submission of requested pricing information is expected within 30 days of any request. If the Contractor receives a GSA or Veteran's Administration Supply contract at any time during the term of the Statewide Contract, the Contractor must notify the Commonwealth Contract Manager.

6.3.9 Pricing

Statewide Contractors may be asked to offer (and are encouraged to make available) special discounted pricing opportunities to Eligible Entities within the terms of their Statewide Contract. Such price discounts may come in the form of periodic aggregate purchases by Eligible Entities, whereby such entities will request further discounted prices from the Contractor(s) for guaranteed quantities to be purchased. The Statewide Contractor must report to the Strategic Sourcing Services Lead (SSSL) prior to any such price reductions or discounts, or other more favorable terms, being offered to any Eligible Entity beyond those in their Statewide Contract. The SSSL reserves the right to approve all price adjustments.

6.3.10 Publicity

Any Statewide Contractor awarded a contract under this RFR is prohibited from selling or distributing any information collected or derived from the Statewide Contract, including lists of participating Entities, Commonwealth employee names, telephone numbers or addresses, or any other information except as specifically authorized by the SSST.

6.3.11 Save Smart Program ($ave $mart)

The OSD avemart Program is a partnership between OSD and Statewide Contract Vendors. The purpose of the program is to create additional cost savings and opportunities for all Eligible Entities utilizing Statewide Contracts. These opportunities could be in the form of reduction in cost for a limited time, free training opportunities, and other offerings.

Contractors should notify the Commonwealth Contract Manager of any price reductions they are willing to provide, including those which are time- or quantity-limited, as a promotional or competitive strategy, an inventory reduction initiative, or for any other reason. If suitable, the cost savings will be shwcased in the $ave $mart section of OSD's website.

Document Sensitivity Level: High during development; **Low** once published.

6.3.12 Statewide Contractor Marketing Requirements

Statewide Contractors awarded under this RFR must adhere to the following sales/marketing requirements and limitations regarding their Contract: Contractors may only sell those goods and/or services for which they are awarded a Statewide Contract pursuant to this RFR; marketing information must be factual in nature in order to promote those goods and/or services for which the Contractor has a Statewide Contract and must not be critical of other Statewide Contractors; and Contractors must not display the Commonwealth of Massachusetts Seal for commercial purposes because use of the coat of arms and the Great Seal of the Commonwealth for advertising or commercial purposes is prohibited by law. During the life of the Contract, the SSST reserves the right to require Contractors to seek and receive prior written approval before distributing marketing information to Eligible Entities.

6.3.13 Subcontracting Policies

Prior approval of the department is required for any subcontracted service of the Contract. Contractors are responsible for the satisfactory performance and adequate oversight of their subcontractors.

6.3.14 Transaction Fee

In the event the Operational Services Division determines that it is necessary to adopt an alternative funding mechanism for its procurements in the future, including, but not limited to, a transaction fee, the Operational Services Division hereby reserves the right to renegotiate the inclusion and implementation of such a fee and/or other alternative funding mechanisms with the awarded contractors.

7 APPENDIX 2 – REQUIRED TERMS FOR ALL INFORMATION TECHNOLOGY STATEWIDE RFRS

7.1 Enterprise Policy and Standards

All IT systems and applications developed by, or for Executive department agencies or operating within the Massachusetts Access to Government Network (MAGNet), must conform with the Enterprise Information Technology Policies, Standards and Guidance promulgated by the Commonwealth's CIO as they existed at the time the Request for Quote or other Solicitation was posted, unless otherwise specified in the Request for Quote or other Solicitation, or the resulting contract (That is, the policies will be those in effect when specifications for particular engagements are posted, NOT those in effect at the time this RFR was posted.). Non-conforming IT systems cannot be deployed unless the purchasing agency and their Contractor have jointly applied for and received in writing from the Commonwealth's CIO or his designee, notice that a specified deviation will be permitted. The Enterprise Information Technology Policies, Standards & Guidance,, with the exception of the Enterprise Public Access Policy For e-Government Applications and the Enterprise Public Access For e-Government Applications Standards, are available at mass.gov/itd. The Enterprise Public Access Policy For e-Government Applications and the Enterprise Public Access For e-Government Applications Standards are available in hard copy from the purchasing agency. Purchasing agencies may also obtain a current copy of these documents, on behalf of their Contractor, by contacting the Information Technology Division's CommonHelp group at commhelp@state.ma.us or 1 (866) 888-2808.

Contractors should only request the Public Access Architecture documentation when they are bidding on specific projects or services, and should request it of the Contracting Department which has posted the Request for Quotes or other Solicitation. Bidders must not request a copy of the Commonwealth's Public Access Architecture in connection with responding to this RFR.

Please Note: Given the pace of information technology innovation, purchasing agencies and their contractors are encouraged to contact the Information Technology Division's CommonHelp group at commhelp@state.ma.us or 1 (866) 888-2808 to signal a system or application design and development initiative. Such advance notice helps to ensure conformance with the relevant Enterprise Technology Policies, Standards and Procedures.

Contractor delivery of IT systems and applications that fail to conform to the Commonwealth's Enterprise Information Technology Policies, Standards and Procedures, absent the Commonwealth CIO's grant of written permission for a deviation, shall constitute breach of any Contract entered as a result of this Request for Response and any subsequent Request for Quotes. The Commonwealth may choose to require the Contractor, at his own cost, to re-engineer the non-conforming system for the purpose of bringing it into compliance with Commonwealth Enterprise Information Technology Policies, Standards and Procedures.

7.2 Clarification of Language in Section 11, Indemnification of the Commonwealth Terms and Conditions

Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a contract. "**Other** damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the Contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the Contractor be liable for, damages for the Commonwealth's use of Contractor provided

products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of $100,000, or two times the value of the product or service (as defined in the contract scope of work) that is the subject of the claim. Section 11 sets forth the Contractor's entire liability under a contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions.

8 APPENDIX 3 - INSTRUCTIONS FOR EXECUTION AND SUBMISSION OF COMMONWEALTH STANDARD FORMS

The purpose of this appendix is to provide guidance to Bidders on the Commonwealth Standard forms to be submitted (in addition to the other forms and documents required) and how they must be executed and submitted. Please note that these instructions are meant to supplement the Instructions found on each of these forms. It is advisable to print this document first so that it may be referenced when filling out these forms.

Some of the forms listed below can be electronically signed by the Bidder, see Electronic Signatures. However, online Bidders must, if notified of Contract award, submit the following four (4) forms on paper with original ink signatures unless otherwise specified below, within the timeframe referenced in the RFR section entitled Ink Signatures: the Commonwealth Standard Contract Form, the Commonwealth Terms and Conditions, the Request for Taxpayer Identification Number and Certification (Mass. Substitute W9 Form) and the Contractor Authorized Signatory Listing.

8.1 Forms located on the Solicitation's Forms & Terms tab

8.1.1 Commonwealth Standard Contract Form

Sign electronically as described above; **if notified of Contract award**, complete as directed below and submit on paper with original ink signature and date.

By executing this document or signing it electronically, the Bidder certifies, under the pains and penalties of perjury, that it has submitted a Response to this RFR that is the Bidder's Offer as evidenced by the execution of its authorized signatory, and that the Bidder's Response may be subject to negotiation by the SSST. Also, the terms of the RFR, the Bidder's Response and any negotiated terms shall be deemed accepted by the Operational Services Division and included as part of the Statewide Contract upon execution of this document by the State Purchasing Agent or his designee.

If the Bidder does not have a Vendor Code beginning with "VC," or does not know what their Vendor Code is, the Bidder should leave the Vendor Code field blank. The Bidder should NOT enter a Vendor Code assigned prior to May 2004, as new Vendor Codes have been assigned to all companies since that time.

Signature and date MUST be handwritten in ink, and the signature must be that of one of the people authorized to execute contracts on behalf of the Contractor on the Contractor Authorized Signatory Listing (See below).

8.1.2 Commonwealth Terms and Conditions

Sign electronically as described above; **if notified of Contract award**, complete as directed below and submit on paper with original ink signature and date, or submit a copy of a previously executed, up-to-date copy of the form as directed below.

If the Bidder has already executed and filed the Commonwealth Terms and Conditions form pursuant to another RFR or Contract, a copy of this form may be included in place of an original. If the Bidder's name, address or Tax ID Number have changed since the Commonwealth Terms and Conditions form was executed, a new Commonwealth Terms and Conditions form is required. The Commonwealth Terms and Conditions are hereby incorporated into any Contract executed pursuant to this RFR.

This form must be unconditionally signed by one of the authorized signatories (see Contractor Authorized Signatory Listing, below), and submitted without alteration. If the provisions in this

document are not accepted in their entirety without modification, the entire Proposal offered in response to this Solicitation may be deemed non-responsive.

The company's correct legal name and legal address must appear on this form, and must be identical to the legal name and legal address on the Request for Taxpayer Identification and Certification Number (Mass. Substitute W9 Form).

8.1.3 Request for Taxpayer Identification Number and Certification (Mass. Substitute W9 Form)

Sign electronically as described above; **if notified of Contract award**, complete as directed below and submit on paper with original ink signature and date, or submit a copy of a previously executed, up-to-date copy of the form as directed below.

If a Bidder has already submitted a Request for Taxpayer Identification and Certification Number (Mass. Substitute W9 Form) and has received a valid Massachusetts Vendor Code, an original W-9 form is not required. A copy of the form as filed may be included in place of an original. If the Bidder's name, address or Tax ID Number have changed since the Mass. Substitute W9 Form was executed, a new Mass. Substitute W9 Form is required. The information on this form will be used to record the Bidder's legal address and where payments under a State Contract will be sent. The company's correct legal name and legal address must appear on this form, and must be identical to the legal name and legal address on the Commonwealth Terms and Conditions. Please do not use the U.S Treasury's version of the W9 Form.

8.1.4 Contractor Authorized Signatory Listing

Sign electronically as described above; **if notified of Contract award**, complete as directed below and submit on paper with original ink signature and date.

In the table entitled "Authorized Signatory Name" and "Title," type the names and titles of those individuals authorized to execute contracts and other legally binding documents on behalf of the Bidder. Bidders are advised to keep this list as small as possible, as Contractors will be required to notify the Procurement Manager of any changes. If the person signing in the signature block on the bottom of the first page of this form will also serve as an "Authorized Signatory," that person's name must be included in the typed table.

With regard to the next paragraph, which begins "I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor...," if your organization does not have these titles, cross them out and handwrite the appropriate title above the paragraph.

The signature and date should be handwritten in ink. Title, telephone, fax and eMail should be typed or handwritten legibly.

The second page of the form (entitled "Proof of Authentication of Signature") states that the page is optional. However, the "optional" aspect of the form is that Commonwealth Departments are not required to use it. In the case of Statewide Contracts, this page is REQUIRED, not optional. The person signing this page must be the same person signing the Standard Contract Form, the Commonwealth Terms and Conditions, and the RFR Checklist.

Please note that in two places where the form says "in the presence of a notary," this should be interpreted to mean "in the presence of a notary or corporate clerk/secretary." Either a notary or corporate clerk/secretary can authenticate the form; only one is required.

Organizations whose corporate clerks/secretaries authenticate this form are not required to obtain a Corporate Seal to complete this document.

8.2 Forms located on the Solicitation's Specifications tab

8.2.1 Supplier Diversity Program Plan Form

Download this form and complete as directed below; include with online submission. Ink signature is not required.

The specific Supplier Diversity Program (SDP) requirements for this procurement can be found earlier in this document. Bidder's Supplier Diversity Program Plan must include a copy of the SDO certification of each Minority and Women Business Enterprise (M/WBE) company listed. A certified Bidder may not list itself as being a Supplier Diversity Program Partner to its own company. This form is NOT the same as the SDO certification of the Bidder's company.

Please refer to RFR Section 3.6 for use of SOMWBA certification in place of SDO certification during the transition period.

8.2.2 Additional Environmentally Preferable Products / Practices

In line with the Commonwealth's efforts to promote products and practices which reduce our impact on the environment and human health, Bidders are encouraged to provide information regarding their environmentally preferable/sustainable business practices as they relate to this Contract wherever possible. Bidders must complete this form and submit it with their RFR Response.

8.2.3 Prompt Payment Discount Form

Download this form and complete as directed below; include with online submission. Ink signature is not required.

Pursuant to the Prompt Payment Discount terms set forth in the RFR Required Specifications for Statewide Contracts and on the Prompt Payment Discount Form itself, all Bidders must execute this form. After entering the "Bidder Name" and "Date of Offer for Prompt/Early Payment Discount", the Bidder must identify the prompt payment discount(s) terms by indicating the "Percentage Discount off of the Proposed Pricing" and the "Turn-around-time for Payments." In the event of a hardship that prevents the Bidder from offering a prompt payment discount, the Bidder must document this fact and provide supporting information.

If awarded a contract, the final negotiated Prompt Pay Discounts should be reflected on the Commonwealth Standard Contract Form.

8.2.4 Business Reference Form

Download this form and complete as directed below; include with online submission. Ink signature is not required.

Bidders must provide all requested information on this form for ten (10) business references. In completing this form, note that the "Bidder" is the name of the company submitting a Response to this RFR and the "RFR Name/Title" and the "RFR Number" can be found on the cover of the RFR and on the Summary Tab on Comm-PASS in the Document Number field. Also, please note that: "Reference Name" is the name of the organization (if not applicable, then name of the individual) that is providing the reference; "Contact" is the name of the individual inside the organization that will provide the reference; and the "Address," "Phone #" and "Fax/Internet Address" are those of the "Contact" so that the SSST may be able to reach them.

9 APPENDIX 4 – MASSACHUSETTS DEPARTMENT OF CORRECTION SECURITY REQUIREMENTS:

Because this contract will service state prisons, the Contractor should be aware that emergency situations may occur which could prevent scheduled services to be rendered. In any such case, the Contractor may not be admitted into the applicable institution(s) or on state property, which would not allow the Contractor to perform their service. In these situations, the Contractor will make every effort to return, upon notice by the Department, to perform the scheduled service. In no case, shall the Department be charged for any additional expenses pertaining to these and similar situations.

All work is to be completed in a professional manner. The Contractor shall familiarize him/herself and abide by all Department and institution rules and regulations. Convicted felons are not allowed on DOC property. Background checks will be completed for individuals performing any work under this contract and at any time during this contract. Jeans of any color are not allowed inside correctional facilities. The possession or use of any tobacco products are prohibited on Department property.

DOC Rules and Regulations: It must be fully understood by the bidders/contractors that the Department of Correction and each facility have security rules and regulations that must be strictly adhered to at all times. Included in these regulations are required security clearances. It should be understood that every contractor/employee who will present themselves at a correctional facility or on the property must have pre-approved clearance from that facility. Convicted felons are not allowed on state property. Background checks will be completed for individuals performing any work under this contract. Upon request by the DOC, the contractor will provide the DOC with specific information to be used to complete background checks. Contractors' equipment, tools and vehicles may be checked, searched and approved prior to entering, prior to leaving, and at any time while in the facility or on facility grounds. In addition, a locking gas cap may be required for any vehicle entering the facility.

9.1 Prison Rape and Elimination Act (PREA)

The Prison Rape Elimination Act (Public Law No. 108-79), enacted in 2003, supports the elimination and prevention of sexual assault and rape within corrections systems, mandates national data collection efforts, provides funding for program development and research, creates a national commission to develop standards and accountability measures and applies to all federal, state and local prisons, jails, police lock-ups, private facilities and community settings such as residential facilities.

The Department of Correction has zero tolerance towards the sexual abuse of inmates in its custody. All staff members, volunteers, and vendors are required to comply with 103 DOC 519, the Sexually Abusive Behavior Prevention and Intervention Policy, and to report any sexually abusive behavior to the Department immediately. Inmate employers are required to immediately report such behavior to the facility Superintendent.

The Contractor shall fully cooperate with the Department's implementation of Public Law 108-79, The Prison Rape Elimination Act (PREA) and the Department's implementation of the United States Department of Justice Prison Rape Elimination Act Prison and Jail Standards, 28 CFR 115 (May 17, 2012). Specifically, the Contractor shall comply with all Department policies and procedures and shall develop and implement protocols that are consistent and in accordance with the Department's current and future policies regarding staff sexual misconduct and other types of abusive sexual behavior, including 103 DOC 519, Sexually Abusive Behavior Prevention and Intervention Policy.

The contractor, as an extension of the DOC, is responsible for full and complete compliance with the PREA Law and all standards contained in the PREA Prisons and Jails Standards issued by the Department of Justice, including:

Prevention Planning:

(1) § 115.11 Zero tolerance of sexual abuse and sexual harassment; PREA coordinator

(2) § 115.12 Contracting with other entities for the confinement of inmates.

The Contractor is responsible for ensuring that it is in full compliance with the PREA Law and all standards, and must achieve a 100% passing score on all PREA audits initiated by the Department, ACA, and/or any other entity.

No Rights in Third Parties. Except as otherwise expressly provided herein, this contract and all rights hereunder are intended for the sole benefit of the Contractor and the Department. This contract shall not imply or create any rights on the part of, or obligations to, any other person.

10 GLOSSARY

In addition to the definitions found in 801 CMR 21.00, which apply to all procurements for goods and services, the definitions found below apply to this Solicitation. Those definitions below designated with an asterisk ("*") are quoted directly from 801 CMR 21.00 and are included below for quick reference purposes.

Agency - For the purposes of this Solicitation, the terms "Agency," "Eligible Entity," "Department," "Commonwealth Agency," and "Contracting Department" include all Eligible Entities listed in the Issuer tab on Comm-PASS for this Solicitation.

Bid or Response - generally refers to the offer submitted in response to a Solicitation or Request for Response (RFR).

Bidder * - An individual or organization proposing to enter into a Contract to provide a Commodity or Service, or both, to or for a Department or the State.

Commonwealth Contract Manager – See Strategic Sourcing Services Lead.

Contract * - A legally enforceable agreement between a Contractor and a Department. ANF, OSD and CTR shall jointly issue Commonwealth Terms and Conditions, a Standard Contract Form and other forms or documentation that Departments shall use to document the Procurement of Commodities or Services, or both.

Contractor * - An individual or organization which enters into a Contract with a Department or the State to provide Commodities or Services, or both.

Contractor Contract Manager – The individual designated by the Contractor to interface with the Commonwealth.

Department - For the purposes of this Solicitation, the terms "Department," "Eligible Entity," "Agency," "Commonwealth Agency," and "Contracting Department" include all Eligible Entities listed in the Issuer tab on Comm-PASS for this Solicitation.

Eligible Entity - For the purposes of this Solicitation, the terms "Eligible Entity," "Agency," "Department," "Commonwealth Agency," and "Contracting Department" include all Eligible Entities listed in the Issuer tab on Comm-PASS for this Solicitation.

Environmentally Preferable Product (EPP) - A product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those which contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxic materials either disposed of or consumed.

Evaluation – The process, conducted by the Strategic Sourcing Services Team, of reviewing, scoring and ranking the submitted bids/Responses related to this Solicitation.

FY – See Fiscal Year

Fiscal Year - The year beginning with July first and ending with the following June thirtieth as defined in M.G.L. Chapter 4, Section 7. This may also be referred to as the "State Fiscal Year."

PMT – See Strategic Sourcing Services Team

Procurement Management Team – See Strategic Sourcing Services Team

Purchasing Entity – Same as "Eligible Entity."

Request for Response (RFR) * – The mechanism used to communicate Procurement specifications and to request Responses from potential Bidders. An RFR may also be referred to as a "Solicitation."

Response – The Bidder's complete submission in response to a Solicitation, in other words, a "Bid" or "Proposal."

Solicitation – See "Request for Response."

Strategic Sourcing Services Lead (SSSL) - Strategic Sourcing Services Lead or Procurement Manager is the OSD's Commonwealth Contract Manager responsible for the Solicitation and resulting Statewide Contract. Formerly known as Procurement Team Leader (PTL).

Strategic Sourcing Services Team (SSST) - Representatives from various Eligible Entities and interested stakeholders that design procurements, develop specifications, conduct Solicitations evaluate Bids and award Statewide Contracts. The SSST also monitors Contractor performance through performance measures and the level of customer satisfaction throughout the life of the Statewide Contract. Formerly known as Procurement Management Team (PMT)

SSSL – See Strategic Sourcing Services Lead (formerly PTL).

SSST – See Strategic Sourcing Services Team (formerly PMT).

Business Unit: BOSTN
Requisition: 0000372628
Requisition Name: U18 - 2.2 BriefCam
Header Comments:
U18 - 2.2 CIMS
AEL: 04HW-01-INHW
POC: Sarah Plowman
617-635-1400
sarah.plowman@boston.gov

Requester: 144272
Requested By: Plowman,Sarah
Entered Date: 5/13/19

Status: Approved
Currency: USD
Requisition Total: 72,924.25

Line: 1 **Item Description:** BriefCam version upgrade from V4.2.0 to V4.3.0, and BriefCam maintenance/support through May 14, 2020 (for the region) **Quantity:** 1.0000 **UOM:** EA **Price:** 31,176.25 **Line Total:** 31,176.25

Line Status: Approved

Ship Line: 1
Attention: Sarah Plowman

Ship To: 4480
Due Date:

Address:
Mayor's Office of Emergency
Preparedness-Homeland Secur
Boston City Hall -Room 204
One City Hall Plaza
Boston MA 02201
United States

Shipping Quantity: 1.0000
Shipping Total: 31,176.25

Dist	Status	Location	Qty	PCT	Amount	GL Unit	Account
1	Open	4480	1.0000	100.00	31,176.25	BOSTN	52940

Dept	Fund	Program	Class	Budget Ref
231100	200	508U	2306	2019

Open QTY	Project	Open Amt
1.0000	HLS19002	0.000

GL Base Amount	Currency	AM BU	Profile Id	Sequence	Capitalize
31,176.25	USD	BOSTN	C_SOFT-IN	0	N

Line: 2 **Item Description:** 100 BriefCam licenses and support (for the region) **Quantity:** 1.0000 **UOM:** EA **Price:** 41,748.00 **Line Total:** 41,748.00

Line Status: Approved

Ship Line: 1
Attention: Sarah Plowman

Ship To: 4480
Due Date:

Address:
Mayor's Office of Emergency
Preparedness-Homeland Secur
Boston City Hall -Room 204
One City Hall Plaza
Boston MA 02201
United States

Shipping Quantity: 1.0000
Shipping Total: 41,748.00

Dist	Status	Location	Qty	PCT	Amount	GL Unit	Account
1	Open	4480	1.0000	100.00	41,748.00	BOSTN	52940

Dept	Fund	Program	Class	Budget Ref
231100	200	508U	2306	2019

Open QTY	Project	Open Amt
1.0000	HLS19002	0.000

GL Base Amount	Currency	AM BU	Profile Id	Sequence	Capitalize
41,748.00	USD	BOSTN	C_SOFT-IN	0	N