

**CERTIFICATE OF AUTHORITY**  
(For Corporations Only)

\_\_\_\_\_  
(Current Date)

At a meeting of the Directors of the \_\_\_\_\_  
(Name of Corporation)  
duly called and held at \_\_\_\_\_  
(Location of Meeting)  
on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ at which a quorum was present and acting,  
it was VOTED, that \_\_\_\_\_  
(Name)  
the \_\_\_\_\_ 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 \_\_\_\_\_  
(Describe Service)

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

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has not been amended or repealed and is in full force and effect as of this date, and that

\_\_\_\_\_  
(Name)  
is the duly elected \_\_\_\_\_ of this  
(Position)  
corporation.

Attest:

**(Affix Corporate Seal Here)**

\_\_\_\_\_  
(Clerk) (Secretary) of the Corporation



## 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.

**CITY OF BOSTON**

**SUPPLEMENTAL INFORMATION TECHNOLOGY<sup>1</sup> 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 46018 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

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<sup>1</sup> "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.

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:

CIMS Maintenance for the Metro Boston Homeland Security Region

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in accordance with the terms of the accompanying contract documents.

- B. The Contractor is a/an:

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

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

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

Corporation is incorporated in the State of \_\_\_\_\_

President is \_\_\_\_\_

Treasurer is \_\_\_\_\_

Place of business is \_\_\_\_\_

(Street)

(City, State and Zip Code)

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

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

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

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

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

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

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\*If individual, use Social Security Number \_\_\_\_\_

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



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

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

Contractor: \_\_\_\_\_  
By: \_\_\_\_\_  
(Sign Here)  
Title: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
(Street)  
\_\_\_\_\_  
(City, State and Zip Code)

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

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

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

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

(PUB AUG 2015)

**CM FORM 15A**

**CORI COMPLIANCE**

The City of Boston is subject to City of Boston Code, Chapter 4, section 7, which is intended to ensure that persons and businesses supplying goods and/or services to the City of Boston deploy fair policies relating to the screening and identification of person with criminal backgrounds through the CORI system. Vendors entering into contracts with the City must affirm that their policies regarding CORI information are consistent with the standards set by the City of Boston.

**CERTIFICATION**

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

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

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

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Signature

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(Name of Business)

**NOTE:**

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

**Instructions for Completing CM Form 15B:**

A Vendor should not check Line 1 unless it performs NO CORI checks on ANY applicant.

A Vendor who checks Lines 2 certifies that the Vendor's CORI policy conforms to the standards set forth in CM Form 15B. A Vendor with a CORI policy that does NOT conform to the standards set forth on CM Form 15B must check Line 3. Vendors who check Line 3 will not be permitted to enter into contracts with the City, absent a waiver, as provided for in CBC 4-7.4.

For any waiver to be granted, a completed CM Form 15C must be completed by the awarding authority and attached hereto.

**CM FORM 15B**

**CORI COMPLIANCE STANDARDS**

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

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

APPROVED AS TO FORM BY CORPORATION COUNSEL JUNE 2014

(PUB June 2014)



# CITY OF BOSTON 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

Local contact person: Kate Waldron

Address 1400 Providence Highway Norwood, 02062  
Street City Zip

Telephone #: 617-785-8254 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 employees in each wage range.

**Remember, Covered Employees are only those employees that expend work hours on the contract.**

JOB TITLE	< \$14.41 p/h	\$14.41 p/h- \$17.00 p/h	\$17.01 p/h- \$20.00 p/h	> \$20.01 p/h

B. Total number of Covered Employees: \_\_\_\_\_

C. Number of Covered Employees who are Boston residents: \_\_\_\_\_

D. Number of Covered Employees who are minorities: \_\_\_\_\_

E. Number of Covered Employees who are women: \_\_\_\_\_

**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:

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

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Describe the potential for advancement and raises for Covered Employees:

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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:

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**Part 4: Subcontracts:**

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

<u>SUBCONTRACTOR</u>	<u>ADDRESS</u>	<u>AMOUNT OF SUBCONTRACT</u>

**NOTE:** Any Covered Vendor awarded a service contract must notify the contracting department within three (3) working days of signing a service subcontract with a vendor.

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

**Part 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, \_\_\_\_\_ (*authorized representative of the Covered Vendor*) on behalf of \_\_\_\_\_ (*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

\_\_\_\_\_  
Date

\_\_\_\_\_  
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 any not-for-profit vendor who employs at least 25 full-time equivalents (FTEs) who has been awarded a service contract of \$25,000 or more from the City of Boston must comply with the provisions of the Boston Jobs and Living Wage Ordinance which requires any such vendors to pay at least the **living wage which is \$14.41 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

Contact person: Kate Waldron

Address 1400 Providence Highway Norwood 02062  
Street City Zip code

Telephone #: 617-785-8254 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:  
MBHSR Regional CIMS Maintenance

Contracting City department: Office of Emergency Management

Start date of contract: 6/1/2018 End date of contract: 5/31/2019

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: \_\_\_\_\_

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

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):

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**PART 5. GENERAL WAIVER REASON(S)**

I hereby request a general waiver from the Boston Jobs and Living Wage Ordinance. The application of the Boston Jobs and Living Wage Ordinance to my (check one):

- Service contract
- Subcontract

violates the following state or federal statutory, regulatory or constitutional provision(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:

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**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):

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**PART 6: VENDOR AFFIDAVIT:**

I \_\_\_\_\_ 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: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**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

Providing Metro Boston Homeland Security Region with maintenance to the Metro Boston Homeland  
Security Region's Critical Infrastructure Monitoring System camera network.  
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

**CITY OF BOSTON  
MAYOR'S OFFICE OF EMERGENCY MANAGEMENT  
NON-DISCLOSURE AGREEMENT and NON-PUBLICITY AGREEMENT ("NDA")**

I, Lan-Tel Communications, a contractor, consultant, or subcontractor of or to the City of Boston, Mayor's Office of Emergency Management, intending to be legally bound, hereby consent to the terms in this NDA in consideration of my being granted conditional access to certain information, specified below, that is owned by, produced by, or in the possession of the City of Boston, the Metro-Boston Homeland Security Region or any of their constituent agencies.

**Information Covered by this NDA**

Security Sensitive Records and Information

*Records in any written or electronic form, including, but not limited to, blueprints, plans, policies, procedures, and schematic drawings, which relate to internal layout and structural elements, security measures, emergency preparedness, threat or vulnerability assessments, or any other records relating to the security or safety of persons, buildings, structures, facilities, utilities, transportation, or other infrastructure. Such records may be marked "Security Sensitive Information" ("SSI"), "For Official Use Only" ("FOUO"), "Law Enforcement Sensitive" ("LES"), or with some other distribution limiting phrase or indicia.*

**NDA Conditions**

I attest that I am familiar with and shall comply with the standards for access, dissemination, handling, and safeguarding of Security Sensitive Records and Information to which I am granted access as cited in this NDA and in accordance with the guidance provided to me by the City of Boston. I understand and agree to the following terms and conditions governing my access to Security Sensitive Records and Information.

1. By being granted conditional access to Security Sensitive Records and Information, the City of Boston and others have placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure in accordance with the terms and conditions of this NDA and the laws, regulations, and directives applicable to the specific categories of information to which I am granted access.
2. I hereby agree that Security Sensitive Records and Information which I have in my possession or which I may have occasion to view or access shall be handled and safeguarded in a manner that affords sufficient protection against unauthorized disclosure to or inadvertent access by (an) unauthorized person(s). I shall establish a secure location for storage of Security Sensitive Records and Information and develop a standard protocol for safeguarding Security Records and Information. I shall also report same to the Mayor's Office of Emergency Management for review and approval.
3. I shall not disclose or release Security Sensitive Records and Information provided to me or created by me pursuant to my employment by or engagement with the City of Boston without authority delegated to me by the Director of the Mayor's Office of Emergency Management or his/her designee ("Director"). I shall notify the Director of any request for access to Security Sensitive Records and Information and allow the Director to participate in evaluating such requests and formulating a response. I shall honor and comply with any and all dissemination restrictions cited or verbally conveyed to me by the Director.
4. I attest that I understand my responsibility for protecting Security Sensitive Records and Information. I understand that the City of Boston may, at any time or place, conduct inspections for the purpose of ensuring compliance with the conditions for access, dissemination, handling, and safeguarding Security Sensitive Records and Information.

5. Upon the completion of my employment by or my engagement with the City of Boston, I shall, upon request, surrender promptly to the City of Boston Security Sensitive Records and Information in my possession. I shall destroy all copies of Security Sensitive Records and Information I am not required to maintain by applicable law or regulation.
6. I shall keep intact on documents and materials in my possession all markings or indicia indicating a category of information or dictating specific handling requirements. I shall carry forward markings or indicia to derivative products and I shall protect derivative products in the same manner required for the original.
7. I shall report promptly to the City of Boston any and all instances of loss, theft, misuse, misplacement, unauthorized disclosure, or other security violations of Security Sensitive Records and Information. I shall report immediately my personal involvement, if any, in such loss, theft, misuse, misplacement, unauthorized disclosure, or other security violations.
8. I understand that violation of the terms or conditions of this NDA may result in the cancelation of my conditional access to Security Sensitive Records and Information.
9. This NDA is made by and intended to benefit the City of Boston and may be enforced by the City of Boston or its agent. I understand that if I violate the terms and conditions of the NDA I may be subject to the loss of funding and may be prohibited from future participation in OEM projects, programs, or processes.
10. Unless and until I am notified in writing by the Director, I understand that all conditions and obligations I choose to accept and be bound by apply during the time I am granted conditional access to Security Sensitive Records and Information and at all times thereafter.
11. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. Any amendments must be in writing and signed by both parties.
12. This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts.
13. Each provision of the NDA is severable. If a court should find any provision of this NDA to be unenforceable all other provisions shall remain in full force and effect.
14. Signing this NDA does not bar disclosure as required by compulsory legal process or as otherwise required by law. I shall immediately notify the City of Boston of such process seeking Security Sensitive Records and Information.
15. In addition to the foregoing, I shall obtain written approval from the Director prior to releasing *any* work product or information related or pursuant to my engagement with the City of Boston Mayor's Office of Emergency Management. I shall not advertise or publish *any* information concerning my engagement with the City of Boston Mayor's Office of Emergency Management without written approval from the Director.
16. I acknowledge that I am responsible for ensuring that all of my directors, employees, volunteers, and other agents are aware of and abide by the terms of this NDA.
17. I represent and warrant that I have the authority to enter into this NDA.
18. I acknowledge that a breach of the provisions of this NDA will cause the City irreparable damage for which the City cannot be reasonably or adequately compensated in damages. The City shall therefore be entitled, in addition to all other remedies available to it, including but not limited to, attorneys' fees and costs, to injunctive and/or other equitable relief to prevent a breach of this NDA or any part of it, and to secure its enforcement.

**CONTRACTOR, CONSULTANT, OR SUBCONTRACTOR:**

TYPED/PRINTED NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**WITNESS:**

TYPED/PRINTED NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY OF BOSTON

**SUPPLEMENTAL INFORMATION TECHNOLOGY<sup>1</sup> 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 45406 between the City of Boston and Ian-Tel Communications:

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

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<sup>1</sup> "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.

**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.

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

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Signature

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Lan-Tel Communications Inc.  
(Name of Business)

**Instructions for Completing CM Form 16:**

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

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

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



**CITY OF BOSTON  
STANDARD CONTRACT DOCUMENT**

Form CM10

**CONTRACT ID:** 000000000000000000046136

**Parties**

Contractor Legal Name: Lan-Tel Communications Inc. (and d/b/a):	City Department Name: Mayor's Office of Emergency Management City Department Head: Rene Fielding
Contractor Address: 1400 Providence Highway, Building 3, Suite 3100 Norwood, MA 02062	City Mailing Address: Boston City Hall, Room 204 One City Hall Sq Boston, MA 02201
Contractor Vendor ID: 0000019146	City Billing Address: Auditing Department One City Hall Room M-4 Boston, MA 02201

**Contract Details**

Description/Scope of Services: (Attach supporting documentation)	
PSnet development and maintenance engineering and technical support contracted services for the period of July 1, 2018 - June 30, 2019. The PSnet 3 RFP and LAN-TEL's submitted response are the SOW for this contract.	
Procurement Type:	Contract Version: 0.05
Begin Date: July 01, 2018	End Date: June 30, 2019
Rate: (Attach details of all rates, units, and charges)	Not To Exceed Amt: \$ 1,058,200.00

**Contract Signatures**

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

SIGNATURE	SIGNATURE	SIGNATURE
<div style="border: 1px solid black; height: 40px; width: 100%;"></div>	<div style="border: 1px solid black; height: 40px; width: 100%;"></div>	<div style="border: 1px solid black; height: 40px; width: 100%;"></div>
APPROVED APPROPRIATION IN THE AMOUNT OF: \$ 1,058,200.00		



**CITY OF BOSTON  
STANDARD CONTRACT GENERAL CONDITIONS**

Form CM11

**ARTICLE 1 -- DEFINITION OF TERMS:**

1.1 The following terms in these Contract Documents shall be construed as follows:

1.1.1 "City" shall mean the City of Boston, Massachusetts.

1.1.2 "Contract" and "Contract Documents" shall include, in the following hierarchy of document precedence, as applicable: the City's Standard Contract Document; these Standard Contract General Conditions; the Invitations for Bids, Requests for Proposals, or other solicitations; the Contractor's responses including Contractor Certifications and Applications, excluding any language stricken by City as unacceptable and including any negotiated statements of work contemplated by the solicitation; and Performance Bonds, which documents are incorporated herein by reference.

1.1.3 "Contractor" shall mean the individual, partnership, corporation or other entity to which this Contract is awarded.

1.1.4 "Official" shall mean the awarding authority/officer acting on behalf of the City in the execution of the Contract.

**ARTICLE 2 -- PERFORMANCE:**

2.1 The Contractor shall conform to all determinations and directions, in accordance with provisions of this Contract, of the Official concerning all questions which may arise relating to the performance of services under this Contract.

2.2 The Contractor shall, upon written request of the Official, remove from City premises and replace all individuals in the Contractor's employ whom the Official determines to be disorderly, careless or incompetent or to be employed in violation of the terms of this Contract.

2.3 City is entitled to ownership and possession of all deliverables purchased or developed with Contract funds. All work papers, reports, questionnaires and other written materials prepared or collected by the Contractor in the course of completing the work to be performed under this Contract shall at all times be the exclusive property of the City. The Contractor shall not use such materials for any purposes other than the purpose of this Contract without the prior written consent of the Official. All Contractor proprietary rights shall be detailed in the Contract Documents.

2.4 Prior to beginning performance under this Contract, Contractor must receive a Purchase Order from City.

**ARTICLE 3 -- ACCEPTANCE OF GOODS OR SERVICES:**

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

**ARTICLE 4 -- TIME:**

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

**ARTICLE 5 -- COMPENSATION:**

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

5.2 Thereupon the Official shall estimate the value of goods or services accepted by the City in accordance with the specific terms and conditions of a Contract, and City shall pay to the Contractor such amount less sums retained under the provisions of Article 8 of these General Conditions.

5.3 The City shall pay in full and complete compensation for goods received and accepted and services performed and accepted under this Contract in an amount not to exceed the amount shown on the face of this Contract paid in accordance with the rate indicated or in accordance with a prescribed schedule. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the City from all claims, liabilities or other obligations relating to the performance of a Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.2 If the damages sustained by the City as determined by the Official exceed sums due or to become due, the Contractor shall pay the difference to the City upon demand.

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

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

#### ARTICLE 9 -- REMEDIES OF CONTRACTOR:

9.1 If damages, other than loss on nonconforming services or on services not performed, are actually sustained by the Contractor due to any act or material omission for which the City is legally responsible, the City may allow a sum equal to

the amount of such damages sustained by the Contractor as determined by the Official in writing, provided the Contractor shall have delivered to the Official a detailed written statement of such damages and cause thereof within thirty (30) days after the act or material omission by the City.

#### ARTICLE 10 - PROHIBITION AGAINST ASSIGNMENT:

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

#### ARTICLE 11 - COMPLIANCE WITH LAWS AND PUBLIC POLICY:

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

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

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

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

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

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

11.7 In furtherance of the Mayor's Executive Order "Minority and Women Business Enterprise Development" dated December 31, 1987 and the Ordinance entitled "Promoting Minority and Women Owned Business Enterprises in the City of Boston" (Ordinances of 1987, Chapter 14, as amended), it is understood and agreed by the Contractor, and the Contractor by the execution of this Contract so certifies, as follows: (1) That the Contractor shall actively solicit bids for the subcontracting of goods and services from certified minority and women businesses; (2) That in reviewing substantially equal proposals the Contractor shall give additional consideration to the award of subcontracts to certified minority and women bidders.

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

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

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

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

ARTICLE 12 -- AVAILABLE APPROPRIATION:

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

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

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

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

ARTICLE 13 -- RELEASE OF CITY ON FINAL PAYMENT:

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

ARTICLE 14 -- PUBLIC RECORDS AND ACCESS:

14.1 The Contractor shall provide full access to records related to performance and compliance to the City for seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

ARTICLE 15 -- STATE TAXATION CERTIFICATION:

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

ARTICLE 16 -- MONIES OWED TO THE CITY:

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

ARTICLE 17 -- BID COLLUSION:

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

ARTICLE 18 -- FORUM AND CHOICE OF LAW:

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



## CITY OF BOSTON

### SUPPLEMENTAL INFORMATION TECHNOLOGY<sup>1</sup> 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 0000000000000000000046136 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.

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<sup>1</sup> "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.

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 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.

**\*\*\* THIS PROCUREMENT IS TO BE ADVERTISED IN BOTH THE COMMONWEALTH OF MASSACHUSETTS' GOODS AND SERVICES BULLETIN AND THE CITY RECORD \*\*\***

**ADVERTISEMENT  
CITY OF BOSTON**

**Mayor's Office of Emergency Management**

REQUEST FOR PROPOSALS TO PROVIDE THE FOLLOWING SERVICES AND/OR SUPPLIES:

PSnet development and maintenance engineering and technical support contracted services for the period of July 1, 2018 - June 30, 2019. The PSnet 3 RFP and LAN-TEL's submitted response are the SOW for this contract.

The City of Boston ("The City"), acting by its Director ("The Official"), requests proposals for the services and/or supplies described above, as particularly set forth in the Request for Proposals, which may be obtained from the City's procurement website and Supplier Portal (<http://boston.gov/procurement>) under Event ID EV00005292 or at Boston City Hall, Room 204 One City Hall Sq, Boston, MA 02201.

Note: For information specific to this RFP, please contact Sarah Plowman at [sarah.plowman@boston.gov](mailto:sarah.plowman@boston.gov) or 617-635-1400.

Request for Proposals shall be available on April 09, 2018 until the proposal filing deadline. All proposals shall be filed no later than April 30, 2018 at 12:00 PM.

The attention of all proposers is directed to the provisions of the Request for Proposals and contract documents, specifically to the requirements for bid deposits, insurance and performance bonds, as may be applicable.

The City reserves the right to reject any and all bids, or any part or parts thereof, and to award a contract as the Official deems to be in the best interests of the City. This contract shall be subject to the availability of an appropriation therefore. The maximum time for proposal acceptance by the City after the opening of proposals shall be 90 days. The award of this contract shall be subject to the approval of the Mayor of Boston.

Rene Fielding  
Director



**CITY OF BOSTON  
STANDARD CONTRACT DOCUMENT**

Form CM10

**CONTRACT ID:** 000000000000000000046136

**Parties**

Contractor Legal Name: Lan-Tel Communications Inc. (and d/b/a):	City Department Name: Mayor's Office of Emergency Management City Department Head: Rene Fielding
Contractor Address: 1400 Providence Highway, Building 3, Suite 3100 Norwood, MA 02062	City Mailing Address: Boston City Hall, Room 204 One City Hall Sq Boston, MA 02201
Contractor Vendor ID: 0000019146	City Billing Address: Auditing Department One City Hall Room M-4 Boston, MA 02201

**Contract Details**

Description/Scope of Services: (Attach supporting documentation)	
PSnet development and maintenance engineering and technical support contracted services for the period of July 1, 2018 - June 30, 2019. The PSnet 3 RFP and LAN-TEL's submitted response are the SOW for this contract.	
Procurement Type:	Contract Version: 0.05
Begin Date: July 01, 2018	End Date: June 30, 2019
Rate: (Attach details of all rates, units, and charges)	Not To Exceed Amt: \$ 1,058,200.00

**Contract Signatures**

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

SIGNATURE	SIGNATURE	SIGNATURE
	<b>Joseph H. Bodio</b> <small>Digitally signed by Joseph H. Bodio Date: 2018.06.13 09:35:18 -04'00'</small>	
APPROVED APPROPRIATION IN THE AMOUNT OF:  \$ 1,058,200.00		



**CITY OF BOSTON  
STANDARD CONTRACT GENERAL CONDITIONS**

Form CM11

**ARTICLE 1 -- DEFINITION OF TERMS:**

1.1 The following terms in these Contract Documents shall be construed as follows:

1.1.1 "City" shall mean the City of Boston, Massachusetts.

1.1.2 "Contract" and "Contract Documents" shall include, in the following hierarchy of document precedence, as applicable: the City's Standard Contract Document; these Standard Contract General Conditions; the Invitations for Bids, Requests for Proposals, or other solicitations; the Contractor's responses including Contractor Certifications and Applications, excluding any language stricken by City as unacceptable and including any negotiated statements of work contemplated by the solicitation; and Performance Bonds, which documents are incorporated herein by reference.

1.1.3 "Contractor" shall mean the individual, partnership, corporation or other entity to which this Contract is awarded.

1.1.4 "Official" shall mean the awarding authority/officer acting on behalf of the City in the execution of the Contract.

**ARTICLE 2 -- PERFORMANCE:**

2.1 The Contractor shall conform to all determinations and directions, in accordance with provisions of this Contract, of the Official concerning all questions which may arise relating to the performance of services under this Contract.

2.2 The Contractor shall, upon written request of the Official, remove from City premises and replace all individuals in the Contractor's employ whom the Official determines to be disorderly, careless or incompetent or to be employed in violation of the terms of this Contract.

2.3 City is entitled to ownership and possession of all deliverables purchased or developed with Contract funds. All work papers, reports, questionnaires and other written materials prepared or collected by the Contractor in the course of completing the work to be performed under this Contract shall at all times be the exclusive property of the City. The Contractor shall not use such materials for any purposes other than the purpose of this Contract without the prior written consent of the Official. All Contractor proprietary rights shall be detailed in the Contract Documents.

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

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

5.2 Thereupon the Official shall estimate the value of goods or services accepted by the City in accordance with the specific terms and conditions of a Contract, and City shall pay to the Contractor such amount less sums retained under the provisions of Article 8 of these General Conditions.

5.3 The City shall pay in full and complete compensation for goods received and accepted and services performed and accepted under this Contract in an amount not to exceed the amount shown on the face of this Contract paid in accordance with the rate indicated or in accordance with a prescribed schedule. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the City from all claims, liabilities or other obligations relating to the performance of a Contract.

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

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

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

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

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

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

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

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

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

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

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

8.2 If the damages sustained by the City as determined by the Official exceed sums due or to become due, the Contractor shall pay the difference to the City upon demand.

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

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

#### ARTICLE 9 -- REMEDIES OF CONTRACTOR:

9.1 If damages, other than loss on nonconforming services or on services not performed, are actually sustained by the Contractor due to any act or material omission for which the City is legally responsible, the City may allow a sum equal to

the amount of such damages sustained by the Contractor as determined by the Official in writing, provided the Contractor shall have delivered to the Official a detailed written statement of such damages and cause thereof within thirty (30) days after the act or material omission by the City.

#### ARTICLE 10 - PROHIBITION AGAINST ASSIGNMENT:

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

#### ARTICLE 11 - COMPLIANCE WITH LAWS AND PUBLIC POLICY:

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

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

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

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

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

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

11.7 In furtherance of the Mayor's Executive Order "Minority and Women Business Enterprise Development" dated December 31, 1987 and the Ordinance entitled "Promoting Minority and Women Owned Business Enterprises in the City of Boston" (Ordinances of 1987, Chapter 14, as amended), it is understood and agreed by the Contractor, and the Contractor by the execution of this Contract so certifies, as follows: (1) That the Contractor shall actively solicit bids for the subcontracting of goods and services from certified minority and women businesses; (2) That in reviewing substantially equal proposals the Contractor shall give additional consideration to the award of subcontracts to certified minority and women bidders.

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

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

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

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

ARTICLE 12 -- AVAILABLE APPROPRIATION:

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

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

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

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

ARTICLE 13 -- RELEASE OF CITY ON FINAL PAYMENT:

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

ARTICLE 14 -- PUBLIC RECORDS AND ACCESS:

14.1 The Contractor shall provide full access to records related to performance and compliance to the City for seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

ARTICLE 15 -- STATE TAXATION CERTIFICATION:

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

ARTICLE 16 -- MONIES OWED TO THE CITY:

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

ARTICLE 17 -- BID COLLUSION:

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

ARTICLE 18 -- FORUM AND CHOICE OF LAW:

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



## CITY OF BOSTON

### SUPPLEMENTAL INFORMATION TECHNOLOGY<sup>1</sup> 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 0000000000000000000046136 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.

<sup>1</sup> "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.

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 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.

**\*\*\* THIS PROCUREMENT IS TO BE ADVERTISED IN BOTH THE COMMONWEALTH OF MASSACHUSETTS' GOODS AND SERVICES BULLETIN AND THE CITY RECORD \*\*\***

**ADVERTISEMENT  
CITY OF BOSTON**

**Mayor's Office of Emergency Management**

REQUEST FOR PROPOSALS TO PROVIDE THE FOLLOWING SERVICES AND/OR SUPPLIES:

PSnet development and maintenance engineering and technical support contracted services for the period of July 1, 2018 - June 30, 2019. The PSnet 3 RFP and LAN-TEL's submitted response are the SOW for this contract.

The City of Boston ("The City"), acting by its Director ("The Official"), requests proposals for the services and/or supplies described above, as particularly set forth in the Request for Proposals, which may be obtained from the City's procurement website and Supplier Portal (<http://boston.gov/procurement>) under Event ID EV00005292 or at Boston City Hall, Room 204 One City Hall Sq, Boston, MA 02201.

Note: For information specific to this RFP, please contact Sarah Plowman at [sarah.plowman@boston.gov](mailto:sarah.plowman@boston.gov) or 617-635-1400.

Request for Proposals shall be available on April 09, 2018 until the proposal filing deadline. All proposals shall be filed no later than April 30, 2018 at 12:00 PM.

The attention of all proposers is directed to the provisions of the Request for Proposals and contract documents, specifically to the requirements for bid deposits, insurance and performance bonds, as may be applicable.

The City reserves the right to reject any and all bids, or any part or parts thereof, and to award a contract as the Official deems to be in the best interests of the City. This contract shall be subject to the availability of an appropriation therefore. The maximum time for proposal acceptance by the City after the opening of proposals shall be 90 days. The award of this contract shall be subject to the approval of the Mayor of Boston.

Rene Fielding  
Director



**CITY OF BOSTON  
STANDARD CONTRACT DOCUMENT**

Form CM10

**CONTRACT ID:** 000000000000000000046136

**Parties**

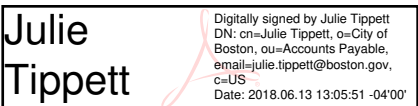

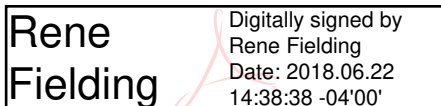
Contractor Legal Name: Lan-Tel Communications Inc. (and d/b/a):	City Department Name: Mayor's Office of Emergency Management City Department Head: Rene Fielding
Contractor Address: 1400 Providence Highway, Building 3, Suite 3100 Norwood, MA 02062	City Mailing Address: Boston City Hall, Room 204 One City Hall Sq Boston, MA 02201
Contractor Vendor ID: 0000019146	City Billing Address: Auditing Department One City Hall Room M-4 Boston, MA 02201

**Contract Details**

Description/Scope of Services: (Attach supporting documentation)	
PSnet development and maintenance engineering and technical support contracted services for the period of July 1, 2018 - June 30, 2019. The PSnet 3 RFP and LAN-TEL's submitted response are the SOW for this contract.	
Procurement Type:	Contract Version: 0.05
Begin Date: July 01, 2018	End Date: June 30, 2019
Rate: (Attach details of all rates, units, and charges)	Not To Exceed Amt: \$ 1,058,200.00

**Contract Signatures**

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

SIGNATURE	SIGNATURE	SIGNATURE
 <p>Digitally signed by Julie Tippet DN: cn=Julie Tippet, o=City of Boston, ou=Accounts Payable, email=julie.tippet@boston.gov, c=US Date: 2018.06.13 13:05:51 -04'00'</p>	 <p>Digitally signed by Joseph H. Bodio Date: 2018.06.13 09:35:18 -04'00'</p>	 <p>Digitally signed by Rene Fielding Date: 2018.06.22 14:38:38 -04'00'</p>

APPROVED APPROPRIATION IN THE AMOUNT OF:  
**\$ 1,058,200.00**



**CITY OF BOSTON  
STANDARD CONTRACT GENERAL CONDITIONS**

Form CM11

**ARTICLE 1 -- DEFINITION OF TERMS:**

1.1 The following terms in these Contract Documents shall be construed as follows:

1.1.1 "City" shall mean the City of Boston, Massachusetts.

1.1.2 "Contract" and "Contract Documents" shall include, in the following hierarchy of document precedence, as applicable: the City's Standard Contract Document; these Standard Contract General Conditions; the Invitations for Bids, Requests for Proposals, or other solicitations; the Contractor's responses including Contractor Certifications and Applications, excluding any language stricken by City as unacceptable and including any negotiated statements of work contemplated by the solicitation; and Performance Bonds, which documents are incorporated herein by reference.

1.1.3 "Contractor" shall mean the individual, partnership, corporation or other entity to which this Contract is awarded.

1.1.4 "Official" shall mean the awarding authority/officer acting on behalf of the City in the execution of the Contract.

**ARTICLE 2 -- PERFORMANCE:**

2.1 The Contractor shall conform to all determinations and directions, in accordance with provisions of this Contract, of the Official concerning all questions which may arise relating to the performance of services under this Contract.

2.2 The Contractor shall, upon written request of the Official, remove from City premises and replace all individuals in the Contractor's employ whom the Official determines to be disorderly, careless or incompetent or to be employed in violation of the terms of this Contract.

2.3 City is entitled to ownership and possession of all deliverables purchased or developed with Contract funds. All work papers, reports, questionnaires and other written materials prepared or collected by the Contractor in the course of completing the work to be performed under this Contract shall at all times be the exclusive property of the City. The Contractor shall not use such materials for any purposes other than the purpose of this Contract without the prior written consent of the Official. All Contractor proprietary rights shall be detailed in the Contract Documents.

2.4 Prior to beginning performance under this Contract, Contractor must receive a Purchase Order from City.

**ARTICLE 3 -- ACCEPTANCE OF GOODS OR SERVICES:**

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

**ARTICLE 4 -- TIME:**

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

**ARTICLE 5 -- COMPENSATION:**

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

5.2 Thereupon the Official shall estimate the value of goods or services accepted by the City in accordance with the specific terms and conditions of a Contract, and City shall pay to the Contractor such amount less sums retained under the provisions of Article 8 of these General Conditions.

5.3 The City shall pay in full and complete compensation for goods received and accepted and services performed and accepted under this Contract in an amount not to exceed the amount shown on the face of this Contract paid in accordance with the rate indicated or in accordance with a prescribed schedule. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the City from all claims, liabilities or other obligations relating to the performance of a Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.2 If the damages sustained by the City as determined by the Official exceed sums due or to become due, the Contractor shall pay the difference to the City upon demand.

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

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

#### ARTICLE 9 -- REMEDIES OF CONTRACTOR:

9.1 If damages, other than loss on nonconforming services or on services not performed, are actually sustained by the Contractor due to any act or material omission for which the City is legally responsible, the City may allow a sum equal to

the amount of such damages sustained by the Contractor as determined by the Official in writing, provided the Contractor shall have delivered to the Official a detailed written statement of such damages and cause thereof within thirty (30) days after the act or material omission by the City.

#### ARTICLE 10 - PROHIBITION AGAINST ASSIGNMENT:

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

#### ARTICLE 11 - COMPLIANCE WITH LAWS AND PUBLIC POLICY:

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

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

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

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

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

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

11.7 In furtherance of the Mayor's Executive Order "Minority and Women Business Enterprise Development" dated December 31, 1987 and the Ordinance entitled "Promoting Minority and Women Owned Business Enterprises in the City of Boston" (Ordinances of 1987, Chapter 14, as amended), it is understood and agreed by the Contractor, and the Contractor by the execution of this Contract so certifies, as follows: (1) That the Contractor shall actively solicit bids for the subcontracting of goods and services from certified minority and women businesses; (2) That in reviewing substantially equal proposals the Contractor shall give additional consideration to the award of subcontracts to certified minority and women bidders.

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

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

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

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

ARTICLE 12 -- AVAILABLE APPROPRIATION:

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

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

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

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

ARTICLE 13 -- RELEASE OF CITY ON FINAL PAYMENT:

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

ARTICLE 14 -- PUBLIC RECORDS AND ACCESS:

14.1 The Contractor shall provide full access to records related to performance and compliance to the City for seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

ARTICLE 15 -- STATE TAXATION CERTIFICATION:

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

ARTICLE 16 -- MONIES OWED TO THE CITY:

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

ARTICLE 17 -- BID COLLUSION:

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

ARTICLE 18 -- FORUM AND CHOICE OF LAW:

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



## CITY OF BOSTON

### SUPPLEMENTAL INFORMATION TECHNOLOGY<sup>1</sup> 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 0000000000000000000046136 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.

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<sup>1</sup> "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.

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 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.

**\*\*\* THIS PROCUREMENT IS TO BE ADVERTISED IN BOTH THE COMMONWEALTH OF MASSACHUSETTS' GOODS AND SERVICES BULLETIN AND THE CITY RECORD \*\*\***

**ADVERTISEMENT  
CITY OF BOSTON**

**Mayor's Office of Emergency Management**

REQUEST FOR PROPOSALS TO PROVIDE THE FOLLOWING SERVICES AND/OR SUPPLIES:

PSnet development and maintenance engineering and technical support contracted services for the period of July 1, 2018 - June 30, 2019. The PSnet 3 RFP and LAN-TEL's submitted response are the SOW for this contract.

The City of Boston ("The City"), acting by its Director ("The Official"), requests proposals for the services and/or supplies described above, as particularly set forth in the Request for Proposals, which may be obtained from the City's procurement website and Supplier Portal (<http://boston.gov/procurement>) under Event ID EV00005292 or at Boston City Hall, Room 204 One City Hall Sq, Boston, MA 02201.

Note: For information specific to this RFP, please contact Sarah Plowman at [sarah.plowman@boston.gov](mailto:sarah.plowman@boston.gov) or 617-635-1400.

Request for Proposals shall be available on April 09, 2018 until the proposal filing deadline. All proposals shall be filed no later than April 30, 2018 at 12:00 PM.

The attention of all proposers is directed to the provisions of the Request for Proposals and contract documents, specifically to the requirements for bid deposits, insurance and performance bonds, as may be applicable.

The City reserves the right to reject any and all bids, or any part or parts thereof, and to award a contract as the Official deems to be in the best interests of the City. This contract shall be subject to the availability of an appropriation therefore. The maximum time for proposal acceptance by the City after the opening of proposals shall be 90 days. The award of this contract shall be subject to the approval of the Mayor of Boston.

Rene Fielding  
Director



**CITY OF BOSTON  
STANDARD CONTRACT DOCUMENT**

Form CM10

**CONTRACT ID:** 000000000000000000046136

**Parties**

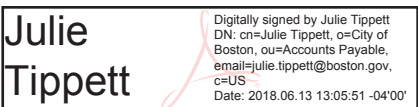

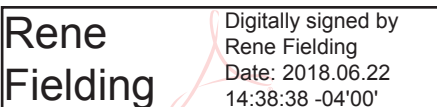
Contractor Legal Name: Lan-Tel Communications Inc. (and d/b/a):	City Department Name: Mayor's Office of Emergency Management City Department Head: Rene Fielding
Contractor Address: 1400 Providence Highway, Building 3, Suite 3100 Norwood, MA 02062	City Mailing Address: Boston City Hall, Room 204 One City Hall Sq Boston, MA 02201
Contractor Vendor ID: 0000019146	City Billing Address: Auditing Department One City Hall Room M-4 Boston, MA 02201

**Contract Details**

Description/Scope of Services: (Attach supporting documentation)	
PSnet development and maintenance engineering and technical support contracted services for the period of July 1, 2018 - June 30, 2019. The PSnet 3 RFP and LAN-TEL's submitted response are the SOW for this contract.	
Procurement Type:	Contract Version: 0.05
Begin Date: July 01, 2018	End Date: June 30, 2019
Rate: (Attach details of all rates, units, and charges)	Not To Exceed Amt: \$ 1,058,200.00

**Contract Signatures**

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

SIGNATURE	SIGNATURE	SIGNATURE
 <p>Digitally signed by Julie Tippett DN: cn=Julie Tippett, o=City of Boston, ou=Accounts Payable, email=julie.tippett@boston.gov, c=US Date: 2018.06.13 13:05:51 -04'00'</p>	 <p>Digitally signed by Joseph H. Bodio Date: 2018.06.13 09:35:18 -04'00'</p>	 <p>Digitally signed by Rene Fielding Date: 2018.06.22 14:38:38 -04'00'</p>
APPROVED APPROPRIATION IN THE AMOUNT OF:  \$ 1,058,200.00		



**CITY OF BOSTON  
STANDARD CONTRACT GENERAL CONDITIONS**

Form CM11

**ARTICLE 1 -- DEFINITION OF TERMS:**

1.1 The following terms in these Contract Documents shall be construed as follows:

1.1.1 "City" shall mean the City of Boston, Massachusetts.

1.1.2 "Contract" and "Contract Documents" shall include, in the following hierarchy of document precedence, as applicable: the City's Standard Contract Document; these Standard Contract General Conditions; the Invitations for Bids, Requests for Proposals, or other solicitations; the Contractor's responses including Contractor Certifications and Applications, excluding any language stricken by City as unacceptable and including any negotiated statements of work contemplated by the solicitation; and Performance Bonds, which documents are incorporated herein by reference.

1.1.3 "Contractor" shall mean the individual, partnership, corporation or other entity to which this Contract is awarded.

1.1.4 "Official" shall mean the awarding authority/officer acting on behalf of the City in the execution of the Contract.

**ARTICLE 2 -- PERFORMANCE:**

2.1 The Contractor shall conform to all determinations and directions, in accordance with provisions of this Contract, of the Official concerning all questions which may arise relating to the performance of services under this Contract.

2.2 The Contractor shall, upon written request of the Official, remove from City premises and replace all individuals in the Contractor's employ whom the Official determines to be disorderly, careless or incompetent or to be employed in violation of the terms of this Contract.

2.3 City is entitled to ownership and possession of all deliverables purchased or developed with Contract funds. All work papers, reports, questionnaires and other written materials prepared or collected by the Contractor in the course of completing the work to be performed under this Contract shall at all times be the exclusive property of the City. The Contractor shall not use such materials for any purposes other than the purpose of this Contract without the prior written consent of the Official. All Contractor proprietary rights shall be detailed in the Contract Documents.

2.4 Prior to beginning performance under this Contract, Contractor must receive a Purchase Order from City.

**ARTICLE 3 -- ACCEPTANCE OF GOODS OR SERVICES:**

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

**ARTICLE 4 -- TIME:**

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

**ARTICLE 5 -- COMPENSATION:**

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

5.2 Thereupon the Official shall estimate the value of goods or services accepted by the City in accordance with the specific terms and conditions of a Contract, and City shall pay to the Contractor such amount less sums retained under the provisions of Article 8 of these General Conditions.

5.3 The City shall pay in full and complete compensation for goods received and accepted and services performed and accepted under this Contract in an amount not to exceed the amount shown on the face of this Contract paid in accordance with the rate indicated or in accordance with a prescribed schedule. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the City from all claims, liabilities or other obligations relating to the performance of a Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.2 If the damages sustained by the City as determined by the Official exceed sums due or to become due, the Contractor shall pay the difference to the City upon demand.

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

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

#### ARTICLE 9 -- REMEDIES OF CONTRACTOR:

9.1 If damages, other than loss on nonconforming services or on services not performed, are actually sustained by the Contractor due to any act or material omission for which the City is legally responsible, the City may allow a sum equal to

the amount of such damages sustained by the Contractor as determined by the Official in writing, provided the Contractor shall have delivered to the Official a detailed written statement of such damages and cause thereof within thirty (30) days after the act or material omission by the City.

#### ARTICLE 10 - PROHIBITION AGAINST ASSIGNMENT:

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

#### ARTICLE 11 - COMPLIANCE WITH LAWS AND PUBLIC POLICY:

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

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

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

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

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

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

11.7 In furtherance of the Mayor's Executive Order "Minority and Women Business Enterprise Development" dated December 31, 1987 and the Ordinance entitled "Promoting Minority and Women Owned Business Enterprises in the City of Boston" (Ordinances of 1987, Chapter 14, as amended), it is understood and agreed by the Contractor, and the Contractor by the execution of this Contract so certifies, as follows: (1) That the Contractor shall actively solicit bids for the subcontracting of goods and services from certified minority and women businesses; (2) That in reviewing substantially equal proposals the Contractor shall give additional consideration to the award of subcontracts to certified minority and women bidders.

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

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

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

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

ARTICLE 12 -- AVAILABLE APPROPRIATION:

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

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

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

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

ARTICLE 13 -- RELEASE OF CITY ON FINAL PAYMENT:

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

ARTICLE 14 -- PUBLIC RECORDS AND ACCESS:

14.1 The Contractor shall provide full access to records related to performance and compliance to the City for seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

ARTICLE 15 -- STATE TAXATION CERTIFICATION:

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

ARTICLE 16 -- MONIES OWED TO THE CITY:

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

ARTICLE 17 -- BID COLLUSION:

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

ARTICLE 18 -- FORUM AND CHOICE OF LAW:

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



## CITY OF BOSTON

### SUPPLEMENTAL INFORMATION TECHNOLOGY<sup>1</sup> 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 0000000000000000000046136 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.

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<sup>1</sup> "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.

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 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.

**\*\*\* THIS PROCUREMENT IS TO BE ADVERTISED IN BOTH THE COMMONWEALTH OF MASSACHUSETTS' *GOODS AND SERVICES BULLETIN* AND *THE CITY RECORD* \*\*\***

**ADVERTISEMENT  
CITY OF BOSTON**

**Mayor's Office of Emergency Management**

REQUEST FOR PROPOSALS TO PROVIDE THE FOLLOWING SERVICES AND/OR SUPPLIES:

PSnet development and maintenance engineering and technical support contracted services for the period of July 1, 2018 - June 30, 2019. The PSnet 3 RFP and LAN-TEL's submitted response are the SOW for this contract.

The City of Boston ("The City"), acting by its Director ("The Official"), requests proposals for the services and/or supplies described above, as particularly set forth in the Request for Proposals, which may be obtained from the City's procurement website and Supplier Portal (<http://boston.gov/procurement>) under Event ID EV00005292 or at Boston City Hall, Room 204 One City Hall Sq, Boston, MA 02201.

Note: For information specific to this RFP, please contact Sarah Plowman at [sarah.plowman@boston.gov](mailto:sarah.plowman@boston.gov) or 617-635-1400.

Request for Proposals shall be available on April 09, 2018 until the proposal filing deadline. All proposals shall be filed no later than April 30, 2018 at 12:00 PM.

The attention of all proposers is directed to the provisions of the Request for Proposals and contract documents, specifically to the requirements for bid deposits, insurance and performance bonds, as may be applicable.

The City reserves the right to reject any and all bids, or any part or parts thereof, and to award a contract as the Official deems to be in the best interests of the City. This contract shall be subject to the availability of an appropriation therefore. The maximum time for proposal acceptance by the City after the opening of proposals shall be 90 days. The award of this contract shall be subject to the approval of the Mayor of Boston.

Rene Fielding  
Director