

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 refurbish 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.

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.

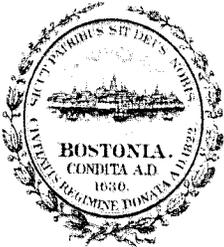
ARTICLE 17 -- BID COLLUSION:

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.

Approved as to form by Corporation Counsel March 2014



MAYOR'S OFFICE OF
EMERGENCY
MANAGEMENT

MARTIN J. WALSH
MAYOR



FOR LAW DEPARTMENT APPROVAL

Contract # 40555

March 9, 2015

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

Dear Mr. Mayor,

Your Honor's permission is requested to award a contract to LAN-TEL Communications, Inc. of 1400 Providence Highway Building #2, Suite 2000, Norwood, MA 02062 to service an upgrade to the Metro Boston Homeland Security Region's Critical Infrastructure Monitoring System for the period of March 5, 2015 through July 31, 2016.

This contract is in compliance with the provisions of M.G.L. c. 30B because it involves a purchase from a vendor who has an annual contract with the Commonwealth of Massachusetts for the same items being purchased under this contract, which is available to all local governments in Massachusetts. The relevant provisions of the state contract number FAC64 are incorporated by reference into this contract. Lan-Tel Communications Inc. has agreed to furnish equipment and deployment services to the Office of Emergency Management at the same cost as provided under its original contract with the Commonwealth of Massachusetts.

Compensation under this contract will not exceed one million four hundred fifty thousand dollars (\$1,450,000.00), which I have determined to be reasonable for the services to be provided.

Respectfully yours,

Rene Fielding
Rene Fielding
Director

APPROVED

**Martin J. Walsh
Mayor of Boston**

By *Martin J. Walsh*
to 4/22/15

**APPROVED
LAW DEPARTMENT**

BY *Eugene L. O'Flaherty*
EUGENE L. O'FLAHERTY
CORPORATION COUNSEL

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CERTIFICATE OF AUTHORITY
(For Corporations Only)

03/06/2015
(Current Date)

At a meeting of the Directors of the LAN-TEL Communications, Inc.
(Name of Corporation)
duly called and held at 1400 Providence Highway, Norwood, MA 02062
(Location of Meeting)
on the 6th day of March 2015 at which a quorum was present and acting,
it was VOTED, that Joseph H. Bodio
(Name)
the President/CEO of this corporation is hereby
(Position)
authorized and empowered to make, enter into, sign, seal and deliver in behalf of this corporation
a contract for Annual enhancements to the MBHSR CIMS camera system
(Describe Service)

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

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

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

Attest:

(Affix Corporate Seal Here)

Kate Waldron
(Clerk) (Secretary) of the Corporation

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:

Enhancements to the MBHSR CIMS camera system

in accordance with the terms of the accompanying contract documents.

- B. The Contractor is a/an:

Corporation

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

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

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

Corporation is incorporated in the State of MA

President is Joseph H. Bodio

Treasurer is Joseph H. Bodio

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

(City, State and Zip Code)

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

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

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

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

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

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

 _____

*If individual, use Social Security Number _____

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

or group of individuals.

Contractor: LAN-TEL Communications, Inc.

By: 
(Sign Here)

Title: President/CEO

Business Address: 1400 Providence Highway
(Street)
Norwood, MA 02062
(City, State and Zip Code)

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

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

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

APPROVED AS TO FORM BY CORPORATION COUNSEL JUNE 2014
THIS FORM IS VOID AND WITHOUT LEGAL EFFECT IF ALTERED IN ANY WAY

(PUB JUNE 2014)

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

Annual Enhancements to the Metro Boston Homeland Security Region's CIMS camera system
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

CM FORM 15A

CORI COMPLIANCE

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

CERTIFICATION

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

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

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


Signature

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

NOTE:

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

Instructions for Completing CM Form 15B:

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

A Vendor who checks Lines 2 certifies that the Vendor's CORI policy conforms to the standards set forth in CM Form 15B. A

Vendor with a CORI policy that does NOT conform to the standards set forth on CM Form 15B must check Line 3. Vendors

who check Line 3 will not be permitted to enter into contracts with the City, absent a waiver, as provided for in CBC 4-7.4.

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

CM FORM 15B

CORI COMPLIANCE STANDARDS

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

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

APPROVED AS TO FORM BY CORPORATION COUNSEL JUNE 2014

(PUB June 2014)

CM FORM 16

WAGE THEFT PREVENTION

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

CERTIFICATION

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

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

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

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

Joseph H. Bodio

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



Signature

LAN-TEL Communications, Inc.

(Name of Business)

Instructions for Completing CM Form 16:

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

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

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



CITY OF BOSTON JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION • (617) 918-5259

COVERED VENDORS LIVING WAGE AGREEMENT

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

Part 1: Covered Vendor (or Subcontractor) Information:

Name of Vendor: LAN-TEL Communications, Inc.

Local Contact Person: Kate Waldron

Address 1400 Providence Highway, Suite 2000, Norwood, MA 02062
Street City Zip

Telephone #: 781.352.4134 Fax #: 781.551.8667

E-Mail: kwaldron@lan-tel.com

Part 2: Name of the program or project under which the Contract or Subcontract is being awarded: UASI Grant

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

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

| JOB TITLE | < \$13.89 p/h | \$13.89 p/h- \$15.00 p/h | \$15.01 p/h- \$20.00 p/h | > \$20.01 p/h |
|-------------------------------|---------------|-----------------------------|-----------------------------|------------------|
| Telecommunications Technician | | | | 75 |
| Telecommunications Apprentice | | | 20 | |
| | | | | |
| | | | | |

B. Total number of Covered Employees: 95

C. Number of Covered Employees who are Boston residents: 14

D. Number of Covered Employees who are minorities: 13

E. Number of Covered Employees who are women: 11

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

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

LAN-TEL is an IBEW Local 103 company, and as such, must comply with its collective bargaining agreement and draw its employees from the labor pool of IBEW Local 103. To the extent that there are individuals available for hire from the pool, LAN-TEL will make a concerted effort to seek out low and moderate income Boston residents and minorities.

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

LAN-TEL's employees are trained via a 5-year apprenticeship program per the requirements of its collective bargaining agreement. Additionally, LAN-TEL employees continue to receive on-the-job training on an ongoing basis.

Describe the potential for advancement and raises for Covered Employees:

Employee advancement and raises are dictated by the IBEW Local 103 Collective Bargaining Agreement.

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

At this time, it is not anticipated that additional employees will be added or subtracted due to this contract.

Part 5: Service Contracts:

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

| <u>SUBCONTRACTOR</u> | <u>ADDRESS</u> | <u>AMOUNT OF SUBCONTRACT</u> |
|----------------------|----------------|------------------------------|
| Not applicable | | |
| | | |
| | | |
| | | |

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.

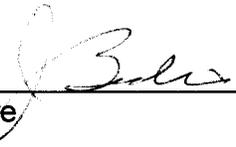
IMPORTANT: Please print in ink or type all required information. Assistance in completing this Form may be obtained by calling, The Living Wage Administrator, The Living Wage Division of the Office Of Jobs And Community Services, telephone: (617) 918-5259 or your Contracting Department.

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

I, (print or type) Joseph H. Bodio (Authorized Representative of the Covered Vendor) on behalf of (print or type) LAN-TEL Communications, Inc. (name of Covered Vendor)

hereby state that the above-named, Covered Vendor is committed to pay all Covered Employees not less than the Living Wage, subject to adjustment each July 1, and to comply with the provisions of the Boston Jobs And Living Wage Ordinance.

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



 Signature

 March 13, 2015
 Date

 President/CEO
 Position with Covered Vendor



CITY OF BOSTON JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION • (617) 918-5259

VENDORS LIVING WAGE AFFIDAVIT

Any for-profit or any not-for-profit Vendor who employs at least 25 full-time equivalents (FTE) who has been awarded a Service Contract of \$25,000 or more from the City of Boston must comply with the provisions of the Boston Jobs And Living Wage Ordinance which requires any such Vendors to pay at least the **Living Wage which is \$13.89 per hour** to any employee who directly expends his or her time on the services set out in the contract. All Subcontractors whose subcontracts are at least \$25,000 are also required to pay the Living Wage.

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

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

IMPORTANT: Please print in ink or type all required information. Assistance in completing this Form may be obtained by calling or visiting, The Living Wage Administrator, The Living Wage Division of the Office Of Jobs And Community Services, telephone: (617) 918-5259, facsimile: (617) 918-5299, or your Contracting Department.

Part 1: VENDOR INFORMATION:

Name of Vendor: LAN-TEL Communications, Inc.

Contact Person: Kate Waldron

Address 1400 Providence Highway, Suite 2000, Norwood, MA 02062
Street City Zip

Telephone #: 781.551.8599 Fax #: 781.551.8667

E-Mail: kwaldron@lan-tel.com

Part 2: CONTRACT INFORMATION:

Name of the program or project under which the Contract or Subcontract is being awarded:
UASI Grant

Contracting Department: Mayor's Office of Emergency Management

Start Date of Contract: 7/1/14 End Date of Contract: 7/31/15

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: 125

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

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

Yes No

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

PART 4: EXEMPTION FROM BOSTON JOBS AND LIVING WAGE ORDINANCE

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

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

- The construction contract awarded by the City of Boston is subject to the state prevailing wage law; and
- Assistance or contracts awarded to youth programs, provided that the contract is for stipends to youth in the program. "Youth Program" means any city, state, or federally funded program which employs youth, as defined by city, state, or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part-time program; and
- Assistance or contracts awarded to work-study or cooperative educational programs, provided that the Assistance or contract is for stipends to students in the programs; and
- Assistance and contracts awarded to vendors who provide services to the City and are awarded to vendors who provide trainees a stipend or wage as part of a job training program and provides the trainees with additional services, which may include but are not limited to room and board, case management, and job readiness services, and provided further that the trainees do not replace current City funded positions.

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

PART 5. GENERAL WAIVER REASON(S)

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

- Service Contract
- Subcontract

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

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

GENERAL WAIVER ATTACHMENTS:

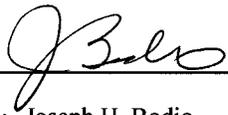
Please attach a copy of the conflicting statutory, regulatory or constitutional provisions that makes compliance with this ordinance unlawful.

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

PART 6: VENDOR AFFIDAVIT:

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

Signed under the pains and penalties of perjury.

SIGNATURE:  DATE: 03/06/2015

PRINTED NAME: Joseph H. Bodio

TITLE: President/CEO

[View assistance for Search Results](#)

Search Results

Current Search Terms: lan-tel communications*

Your search for ""lan-tel"communications*" returned the following results...

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

| | | |
|--|--|------------------------------|
| Entity | LAN-TEL COMMUNICATIONS SERVICES, INC. | Status: Active |
| DUNS: 110883188 | CAGE Code: 1UFN2 | View Details |
| Has Active Exclusion?: No | DoDAAC: | |
| Expiration Date: 11/25/2015 | Delinquent Federal Debt? No | |
| Purpose of Registration: All Awards | | |

| | | |
|--|-------------------------------------|------------------------------|
| Entity | Lan-Tel Communications, Inc. | Status: Active |
| DUNS: 808236327 | CAGE Code: 38WM0 | View Details |
| Has Active Exclusion?: No | DoDAAC: | |
| Expiration Date: 07/11/2015 | Delinquent Federal Debt? No | |
| Purpose of Registration: All Awards | | |

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SAM | System for Award Management 1.0

IBM v1.P.24.20150116-1831

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



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

| | | | |
|-------------------------|---|--------------------|---------------------------------------|
| Contract #: | FAC64 | Contract Duration: | 06/01/2013 to 05/31/2016 |
| MMARS #: | FAC64* | Options to renew: | Two (2) options of two (2) years each |
| Contract Manager: | Stephen Lyons – 617-720-3373 – steve.lyons@state.ma.us | | |
| This contract contains: | Small Business Purchasing Program (SBPP) and Supplier Diversity Office SDO Contractors | | |
| Last change date: | 2/2/15 | | |

Contract Summary

This contract covers the acquisition of Security Systems and Related Services to include, but not limited to, Video, Access Control, Integrated Video Management, Visitor Management, Locks, Alarms, Monitoring Services/Systems, Catalog Sales, Service, and Maintenance. There are three (3) categories and one subcategory available:

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

Benefits and Cost Savings

- Competitive mark-ups over prevailing wage and hourly wage rates.
- Competitive discounts on equipment
- Generous Prompt Payment Discounts
- Multiple quote process to drive additional discounts

Who Can Use This Contract?

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

Eligible Entities:

01. Cities, towns, districts, counties, and other political subdivisions;
02. Executive, Legislative, and Judicial branches, including all Departments and elected offices therein;
03. Independent public authorities, commissions, and quasi-public agencies;
04. Local public libraries, public school districts, and charter schools;
05. Public Hospitals owned by the Commonwealth;
06. Public institutions of high education;
07. Public purchasing cooperatives;
08. Non-profit, UFR-certified organizations that are doing business with the Commonwealth;
09. Other States and Territories with no prior approval by the State Purchasing Agent required; and
10. Other entities when designated in writing by the State Purchasing Agent

Compliance with Construction Law

This contract does not include construction related services. Eligible Entities should consult their legal counsel for assistance determining whether installation work includes construction as defined by M.G.L. c.149 or M.G.L. c.30, §39M. If installation of the system is deemed to include construction, then installation work done under this contract is limited to \$10,000 or less.

How to Use the Contract

Process for Ordering

Multiple Quotes

Eligible Entities are responsible for contacting the contractors of their choice to obtain **multiple** quotes, to set up their own accounts and/or place orders. Users are encouraged to “shop around” among the contractors within the desired category to find the best pricing and product available. See table in this User Guide to learn which vendors are awarded in each category.

In order to ensure that you receive all the benefits and savings associated with the statewide contract, please **always reference the statewide contract and the document number (FAC64)** when opening an account and placing an order with a Contractor.

Exceptions to the Multiple Quote Requirement

Eligible Entities may expand a current system without requesting multiple quotes, provided that either:

- A) the existing system is still under warranty and changing vendors may compromise the warranty of the original system; or
- B) the expansion costs no more than 50% of the original system cost, not including the costs of any service plans or maintenance performed on the system.

For Category 1 Catalog sales, checking the price files and catalogs to determine the net cost of the equipment you are interested in will constitute a quote. However, many times Contractors are willing to offer additional discounts so checking with each Contractor directly is strongly encouraged.

Prevailing Wage

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

Vendors are responsible for complying with the Prevailing Wage law; however the maximum rates at which vendors may invoice for labor are specified in the cost tables attached to each vendor’s MBPO in COMMBUYS at www.commbuys.com.

Statement of Work

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

Important Elements of the Statement of Work:

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

Additional Requirements

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

No pre-payments: Contractor must not request any form of pre-payments by the Eligible Entity before the service is rendered. For special projects implemented in phases, by mutual agreement of the Eligible Entity and the Contractor, invoices must be issued after each phase is completed to the Eligible Entity's satisfaction.

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

Negotiation

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

Pre-Installation

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

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

Installation

Compliance with Regulatory Requirements

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

Cabling and Cable Associated Hardware

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

Labels with Warranty Period

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

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

Post-Installation

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

Anticipated Service Disruption

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

Training & Training Materials

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

Software Licenses

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

Service Maintenance Plans

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

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

Product Warranty

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

Pricing

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

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

Price Files/discount rates: Posted for each contractor as attachments to their contract records on COMMBUYS.

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

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

Strategic Sourcing Services Team (SSST)

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

Summary of Where to Obtain Important Contract Information

To obtain in depth contract information, please first see the following table that will identify contract vendors and their award category and MBPO number. Next, go to the COMMBUYS website to search on the particular vendor's MBPO number to see the vendor specific pricing and their approved manufacturers' list.

As this contract catalog is set up with individual MBPO's, in instances that require quotes, contract users are advised to solicit quotes directly with the vendors, evaluate and choose the vendor, then enter the order through that chosen vendor's MBPO on the appropriate line.

OSD is working to transition the categories of this contract that require quotes to a catalog that will enable requests for quotes to be obtained directly through COMMBUYS. In the meantime, if you have any questions please contact the Contract Manager or the OSD COMMBUYS Helpdesk.

| Vendor | MBPO # | Category 1: Catalog Sales | Category 2: Security Equipment, Systems, and Related | Category 2A: Security Monitoring Services | Category 3: Locks, Accessories, and Related Equipment | Contact Name | Contact Email |
|---|------------------------------------|------------------------------|--|--|---|----------------------|--|
| Access Control Systems Inc. | PO-14-1080-OSD01-OSD10-00000000037 | | X | | | Charles R. Patterson | charlie@a-c-s.biz |
| Advanced Alarm Systems Inc. | PO-14-1080-OSD01-OSD10-00000000039 | | X | X | | Kevin C Fitzpatrick | kevin@advancedalamsystems.com |
| American Alarm | PO-14-1080-OSD01-OSD10-00000000040 | | X | X | X | Larry Movsessian | Lmovsessian@americanalarm.com |
| Autoclear LLC | PO-14-1080-OSD01-OSD10-00000000041 | X | | | | Alan Martin | alanm@a-clear.com |
| Aventura | PO-14-1080-OSD01-OSD10-00000000042 | X | | | | Lavonne Lazarus | llazarus@aventuracctv.com |
| BCM Controls Corporation | PO-14-1080-OSD01-OSD10-00000000044 | | X | | | Steven Feinberg | feinbergs@bcmcontrols.com |
| CEIA USA Ltd. | PO-14-1080-OSD01-OSD10-00000000045 | X | | | | Luca Cacioli | sales@ceia-usa.com |
| Dugmore & Duncan, Inc. | PO-14-1080-OSD01-OSD10-00000000046 | | | | X | Skip Reid | skip@duqmore.com |
| Electrical Security Control Systems | PO-14-1080-OSD01-OSD10-00000000047 | X | X | | X | Ben Jacobellis | benny3@escsinc.com |
| ENE Systems | PO-14-1080-OSD01-OSD10-00000000048 | X | X | X | | Jill Murray | jmurray@enesystems.com |
| FTG Security (formerly Intelligent Systems & Controls Contractors, Inc.) | PO-14-1080-OSD01-OSD10-00000000095 | | X | | | Brian Ingalls | bingalls@isvscc.com |
| Galaxy Integrated Technologies | PO-14-1080-OSD01-OSD10-00000000054 | | X | | | John Gulezian | johnhg@galaxyintegrated.com |
| Go Technologies | PO-14-1080-OSD01-OSD10-00000000055 | X | X | | X | Michael Kotwicki | mike@gosecuritysolutions.com |



| Vendor | MBPO # | Category 1: Catalog Sales | Category 2: Security Equipment, Systems, and Related | Category 2A: Security Monitoring Services | Category 3: Locks, Accessories, and Related Equipment | Contact Name | Contact Email |
|--|--|------------------------------|--|--|---|-----------------------|--|
| Graybar Electric Company Inc. | PO-14-1080-OSD01-OSD10-0000000057 | X | | | | Michael Teahan | michael.teahan@graybar.com |
| Industrial Video Control | PO-14-1080-OSD01-OSD10-0000000091 | X | | | | Shane Borman | sborman@ivcco.com |
| Integrated Security, Inc. | PO-14-1080-OSD01-OSD10-0000000093 | X | | | X | Bradford Dowdall | bdowdall@isi-security.com |
| Ironman Inc. | PO-14-1080-OSD01-OSD10-0000000097 | X | | | | James L. Hatch | ironman@ironmans.net |
| J&M Brown Company, Inc. (Spectrum Integrated Technologies) | PO-14-1080-OSD01-OSD10-0000000098 | | X | | | Steven A. Feldman | sfeldman@spectrumit.com |
| XXXXXXXXXX Communications, Inc. | PO-14-1080-OSD01-OSD10-0000000102 | | X | | | XXXXXXXXXX | |
| MEC Technologies LLC | PO-14-1080-OSD01-OSD10-0000000104 | | X | | | James Brookshire | jbrookshire@themecteam.com |
| Minuteman Security Technologies | PO-14-1080-OSD01-OSD10-0000000110 | | X | X | X | Joesph Lynch | jlynch@minutemanst.com |
| NET Technologies, Inc. | PO-14-1080-OSD01-OSD10-0000000111 | | X | | | Brian Sullivan | bsullivan@ntisys.com |
| Pasek Corporation | PO-14-1080-OSD01-OSD10-0000000112 | | | X | X | David Alessandrini | dalessandrini@pasek.com |
| Red Hawk Fire & Security, LLC | PO-14-1080-OSD01-OSD10-0000000115 | | X | | | Lisa Wallace | lisa.wallace@redhawkus.com |
| Setronics Corp | PO-14-1080-OSD01-OSD10-0000000117 | | X | | | Don Kwapien | dkwapien@setronics.com |
| Siemens Industry Inc. | PO-14-1080-OSD01-OSD10-0000000119 | | X | | | Jonathan Hipsh | jonathan.hipsh@siemens.com |

| Vendor | MBPO # | Category 1: Catalog Sales | Category 2: Security Equipment, Systems, and Related | Category 2A: Security Monitoring Services | Category 3: Locks, Accessories, and Related Equipment | Contact Name | Contact Email |
|---|------------------------------------|------------------------------|--|--|---|-----------------------|--|
| Signet Electronic Systems, Inc. | PO-14-1080-OSD01-OSD10-00000000121 | | X | | | Daniel Chauvin | daniel.chauvin@signetgroup.net |
| Stanley Convergent Security Solutions, Inc. | PO-14-1080-OSD01-OSD10-00000001405 | | X | X | | Charles Patsios | charles.patsios@sbdinc.com |
| Stone & Berg Company, Inc. | PO-14-1080-OSD01-OSD10-00000000123 | X | | | | Jennie Pagano | stoneandberg@aol.com |
| Sullivan and McLaughlin | PO-14-1080-OSD01-OSD10-00000000125 | | X | | | Will Bissonnette | wbissonnette@sullymac.com |
| Surveillance Specialties, Ltd. | PO-14-1080-OSD01-OSD10-00000000128 | | X | | X | Michael A. DeVita III | michael_devita3@securadync.com |
| Tyco Integrated Security LLC | PO-14-1080-OSD01-OSD10-00000000130 | X | X | X | | Kenneth Poole | kpoole@tyco.com |
| Valley Communications Systems, Inc. | PO-14-1080-OSD01-OSD10-00000000132 | | X | | | Ken MacLeod | kenm@valleycommunications.com |
| Wayne Alarm Systems, Inc. | PO-14-1080-OSD01-OSD10-00000000133 | | X | X | | Jeff Kahn | jkahn@waynealarm.com |



STANDARD CONTRACT AMENDMENT CITY OF BOSTON

Handwritten initials

Department: Mayor's Office of Emergency Management (OEM)
Department Head: Rene Fielding

Original Contract Details

| | |
|---|---|
| Description/Scope of Services: Maintenance on and enhancements to the Metro Boston Homeland Security Region's Critical Infrastructure Monitoring Systems (CIMS) camera network. | |
| Contract ID: 40555 | Procurement Type: MA State Contract FAC64 |
| Vendor/Contractor Details | |
| Vendor Name: Lan-Tel Communications, Inc. | Vendor ID: 19146 |

Amendment Details

| | |
|---|---|
| Amendment Number: 2 | Amendment Version: 2 |
| Reason for Amendment: Due to the availability of an extended grant performance period, an amendment is need to allow for additional time to continue maintenance and enhancements to the network. | |
| Amendment Amount: \$0 | |
| New Not To Exceed Amt: \$2,950,000 | Previous Not To Exceed Amt: \$2,950,000 |
| New End Date: 5/31/18 | Previous End Date: 7/31/17 |
| Begin Date: 3/5/15 | |
| Scope of Services Changes (Describe scope changes in detail. Attach additional pages if necessary): | |
| Unit prices remain the same or less. All other terms & conditions of the contract shall remain in full force and effect. | |

Contract Signatures

| AUDITING | CONTRACTOR | AWARDING AUTHORITY/OFFICIAL |
|--|---|---|
| APPROVED AS TO AVAILABILITY OF APPROPRIATION OR PURSUANT TO ARTICLE 12.2 OF THE GENERAL CONDITIONS | AGREES TO PROVIDE THE GOODS OR SERVICES AS INDICATED IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS. | THIS AMENDMENT IS NECESSARY TO FULFILL THE CITY'S NEEDS AND IS MORE ECONOMICAL AND PRACTICAL THAN AWARDED ANOTHER CONTRACT. |
| <i>Handwritten signature</i> | <i>Handwritten signature</i> | <i>Handwritten signature: Rene Fielding</i> |
| SIGNATURE | SIGNATURE | SIGNATURE |
| 2/22/17 | President/CEO | 3/2/17 |
| DATE | TITLE | DATE |
| | 2/3/2017 | |
| | DATE | |

APPROVED:

Handwritten signature: Martin J. Walsh 3/1/17
Mayor

ASSENTED TO (IF APPLICABLE):

3/13/17

Surety Company
By: Attorney-in-Fact

(Affix Surety Company Corporate Seal)



MAYOR'S OFFICE OF
EMERGENCY
MANAGEMENT
MARTIN J. WALSH
MAYOR



Contract # 40555

February 8, 2017

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

Dear Mr. Mayor,

On March 24, 2016 you approved the amendment of a contract you awarded to Lan-Tel Communications, Inc. of 1400 Providence Highway Building #2, Suite 2000, Norwood, MA 02062 to perform maintenance and enhancements to the Metro Boston Homeland Security Region's Critical Infrastructure Monitoring System (CIMS) camera network for the period of March 5, 2015 through July 31, 2017.

This contract is in compliance with the provisions of M.G.L. c. 30B because it involves a purchase from a vendor who has an annual contract with the Commonwealth of Massachusetts for the same items being purchased under this contract, which is available to all local governments in Massachusetts. The relevant provisions of the state contract number FAC64 are incorporated by reference into this contract. Lan-Tel Communications Inc. has agreed to furnish equipment and deployment services to the Office of Emergency Management at the same cost as provided under its original contract with the Commonwealth of Massachusetts.

Your Honor's permission is now requested to approve an amendment to this contract to allow for additional time to continue the maintenance and upgrades to the system. The contract end date shall be extended to May 31, 2018. The contract shall not exceed \$2,950,000 (two million nine-hundred and fifty thousand dollars) which I have determined to be reasonable.

Respectfully yours,

Rene Fielding
Director

CERTIFICATE OF AUTHORITY
(For Corporations Only)

February 3, 2017
(Current Date)

At a meeting of the Directors of the LAN-TEL Communications, Inc.
(Name of Corporation)
duly called and held at 1400 Providence Highway, Suite 3100, Norwood, MA 02062
(Location of Meeting)
on the 2nd day of February 2017 at which a quorum was present and acting,
it was VOTED, that Joseph H. Bodio
(Name)
the President/CEO of this corporation is hereby
(Position)
authorized and empowered to make, enter into, sign, seal and deliver in behalf of this corporation
a contract for Maintenance on and enhancmeents to the Metro Boston Homeland Security Region's Critical
(Describe Service)
Infrastructure Monitorring Systems (CIMS) camera network.

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

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

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

Attest:

(Affix Corporate Seal Here)

Kate Walbran
(Clerk) (Secretary) of the Corporation



FAC64 Contract User Guide

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

| | |
|--------------------------------|---|
| Contract #: FAC64 | Contract Duration: 06/01/2013 – 5/31/2018 |
| MMARS #: FAC64* | Options to Renew: One option for 2-year renewal |
| Contract Manager: | Stephen Lyons – 617-720-3373 steve.lyons@state.ma.us |
| This contract contains: | Small Business Purchasing Program (SBPP), Prompt Payment Discounts (PPD), and Supplier Diversity Office (SDO) Contractors |
| UNSPSC: | 46-17-00 |
| Last change date: | January 19, 2017 |

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| <u>Compliance with Construction Law</u> | <u>How to Place an Order in COMMBUYS</u> |
| <u>Pricing</u> | <u>Contractor Requirements</u> |
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Contract Summary

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

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

Who Can Use This Contract?

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

Eligible Entities:

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

Benefits and Cost Savings

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



OPERATIONAL SERVICES DIVISION

| Contractor | MBPO | Categories | | | | Contact | Phone | Email |
|---|------------------------------------|------------|---|----|---|-----------------------|-----------------------|--|
| | | 1 | 2 | 2A | 3 | | | |
| (J&M Brown Company, Inc.) Spectrum Integrated Technologies | PO-14-1080-OSD01-OSD10-0000000098 | | X | | | Steven A. Feldman | 617-522-8800 | sfeldman@spectrumit.com |
| Lan-Tel Communications, Inc. | PO-14-1080-OSD01-OSD10-0000000102 | | X | | | Kate Waldron | 781-551-8599 | kwaldron@lan-tel.com |
| MEC Technologies LLC | PO-14-1080-OSD01-OSD10-0000000104 | | X | | | James Brookshire | 978-935-3118 | jbrookshire@themecteam.com |
| Minuteman Security Technologies | PO-14-1080-OSD01-OSD10-0000000110 | | X | X | X | Joseph Lynch | 978-783-0018 | jlynch@minutemanst.com |
| NET Technologies, Inc. | PO-14-1080-OSD01-OSD10-0000000111 | | X | | | Steven Capolupo | 978-517-4123 | scapolupo@ntisys.com |
| Pasek Corporation | PO-14-1080-OSD01-OSD10-0000000112 | | | X | X | David Alessandrini | 617-269-7110 | dalessandrini@pasek.com |
| Red Hawk Fire & Security, LLC | PO-14-1080-OSD01-OSD10-0000000115 | | X | | | Lisa Wallace | 508-967-1616 | lisa.wallace@redhawkus.com |
| Setronics Corp | PO-14-1080-OSD01-OSD10-0000000117 | | X | | | Greg Riedel | 978-671-5450 | griedel@setronics.com |
| Siemens Industry Inc. | PO-14-1080-OSD01-OSD10-0000000119 | | X | | | Jonathan Hipsh | 857-205-7598 | jonathan.hipsh@siemens.com |
| Signet Electronic Systems, Inc. | PO-14-1080-OSD01-OSD10-0000000121 | | X | | | Daniel Chauvin | 781-871-5888 | daniel.chauvin@signetgroup.net |
| Stanley Convergent Security Solutions, Inc. | PO-14-1080-OSD01-OSD10-00000001405 | | X | X | | Jennifer Miller | 317-703-1510 | jennifer.miller@sbdinc.com |
| Stone & Berg Company, Inc. | PO-14-1080-OSD01-OSD10-0000000123 | X | | | | Jennie Pagano | 508-753-3551 | stoneandberg@aol.com |
| Sullivan and McLaughlin | PO-14-1080-OSD01-OSD10-0000000125 | | X | | | Will Bissonnette | 617-474-0500 ext. 259 | wbissonnette@sullymac.com |
| Surveillance Specialties, Ltd. | PO-14-1080-OSD01-OSD10-0000000128 | | X | | X | Michael A. DeVita III | 781-760-5148 | michael.devita3@securadyne.com |
| Tyco Integrated Security LLC | PO-14-1080-OSD01-OSD10-0000000130 | X | X | X | | Kenneth Poole | 781-355-5620 | kpoole@tyco.com |
| Valley Communications Systems, Inc. | PO-14-1080-OSD01-OSD10-0000000132 | | X | | | Ken MacLeod | 413-592-4136 | kenm@valleycommunications.com |
| Wayne Alarm Systems, Inc. | PO-14-1080-OSD01-OSD10-0000000133 | | X | X | | Jeff Kahn | 781-595-0000 | jkahn@waynealarm.com |



Compliance with Construction Law

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

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

MGL Title XXI, Chapter 149, Section 27D

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

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

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

Prevailing Wage

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

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

Prevailing Wage Schedules

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

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



Pricing

Equipment, Materials and Supplies

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

Price Files/Discount Rates

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

Labor Rates

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

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

Referencing the Statewide Contract

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



Quoting

Multiple Quotes for Construction

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

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

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

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

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

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

Quotes NOT Including Construction

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

Quotes for Catalog Sales in Category 1 or Category 3

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

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



Where to Obtain Important Contract Information

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

How to find FAC64 MBPOs in COMMBUYS from Public View:

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

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

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

OR

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

Category MBPOs

Each category MBPO is setup to allow buyers to solicit quotes from multiple vendors within the category. Buyers need to be logged into COMMBUYS to utilize the solicitation enabled feature.

Direct links to the public view of each MBPO are available below.

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



How to place an order in COMMBUYS:

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

COMMBUYS Line Items

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

COMMBUYS Solicitation Enabled MBPOs

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

Updated COMMBUYS Line Items (October 2016)

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

How to search for FAC64 products in COMMBUYS:

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

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

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

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

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

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

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



Statement of Work

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

Important Elements of the Statement of Work:

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



Contractor Requirements

No surcharges

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

No pre-payments

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

Delivery

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

Negotiation

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

Pre-Installation

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

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



Installation

Compliance with Regulatory Requirements

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

Cabling and Cable Associated Hardware

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

Labels with Warranty Period

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

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

Post-Installation

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

Anticipated Service Disruption

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



Training and Training Materials

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

Software Licenses

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

Service Maintenance Plans

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

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

Product Warranty

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



Strategic Sourcing Services Team (SSST)

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



Contractor Table

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

LOGOUT

Search Results

Current Search Terms: lan-tel communications* inc.*

Your search for ""lan-tel"communications* inc.*" returned the following results...

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Glossary

| | | | |
|-------------------------------------|------------------------------|----------------|------------------------------|
| Entity | Lan-Tel Communications, Inc. | Status: Active | View Details |
| DUNS: 808236327 | CAGE Code: 38WM0 | | |
| Has Active Exclusion?: No | DoDAAC: | | |
| Expiration Date: 04/25/2017 | Delinquent Federal Debt? No | | |
| Purpose of Registration: All Awards | | | |

[Search](#)

[Results](#)

Entity

Exclusion

[Search](#)

[Filters](#)

By Record

Status

By Record

Type

SAM | System for Award Management 1.0

IBM v1.P.60.20161222-1237

WWW3

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.





STANDARD CONTRACT AMENDMENT CITY OF BOSTON

Department: Mayor's Office of Emergency Management
Department Head: Rene Fielding, Director

Original Contract Details

| | |
|--|--|
| Description/Scope of Services: Maintenance on and enhancements to the Metro Boston Homeland Security Region's Critical Infrastructure Monitoring System (CIMS) camera network. | |
| Contract ID: 40555 | Procurement Type: MA State Contract FAC 64 |
| Vendor/Contractor Details | |
| Vendor Name: Lan-Tel Communications, Inc. | Vendor ID: 19146 |

Amendment Details

| | |
|--|---|
| Amendment Number: 1 | Amendment Version: 1 |
| Reason for Amendment: Allowing for additional time and funding to continue maintenance and enhancements to the system | |
| Amendment Amount: \$1,500,000 | |
| New Not To Exceed Amt: \$2,950,000 | Previous Not To Exceed Amt: \$1,450,000 |
| New End Date: 7/31/17 | Previous End Date: 7/31/16 |
| Begin Date: 3/5/15 | |
| Scope of Services Changes (Describe scope changes in detail. Attach additional pages if necessary): | |
| Unit prices remain the same or less. All other terms & conditions of the contract shall remain in full force and effect. | |

Contract Signatures

| AUDITING | CONTRACTOR | AWARDING AUTHORITY/OFFICIAL |
|--|---|---|
| APPROVED AS TO AVAILABILITY OF APPROPRIATION OR PURSUANT TO ARTICLE 12.2 OF THE GENERAL CONDITIONS | AGREES TO PROVIDE THE GOODS OR SERVICES AS INDICATED IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS. | THIS AMENDMENT IS NECESSARY TO FULFILL THE CITY'S NEEDS AND IS MORE ECONOMICAL AND PRACTICAL THAN AWARDED ANOTHER CONTRACT. |
| <i>RM</i> \$100,000- SIGNATURE | SIGNATURE | SIGNATURE |
| 3/16/16 DATE | President 3/8/2016 DATE | 3/14/16 DATE |

APPROVED:

APPROVED

ASSENTED TO (IF APPLICABLE):

LAW DEPARTMENT

Martin J. Walsh
Mayor
3/24/16

BY *Eugene L. O'Flaherty*
EUGENE L. O'FLAHERTY
CORPORATION COUNSEL

Surety Company:
By: Attorney-in-Fact

(Affix Surety Company Corporate Seal)



MAYOR'S OFFICE OF
EMERGENCY
MANAGEMENT
MARTIN J. WALSH
MAYOR



FOR LAW DEPARTMENT APPROVAL

Contract # 40555

March 14, 2016

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

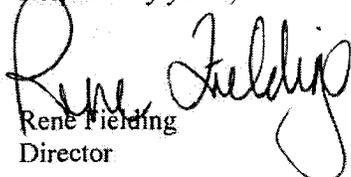
Dear Mr. Mayor,

On April 22, 2015 you approved the award of a contract to Lan-Tel Communications, Inc. of 1400 Providence Highway Building #2, Suite 2000, Norwood, MA 02062 to perform maintenance and enhancements to the Metro Boston Homeland Security Region's Critical Infrastructure Monitoring System (CIMS) camera network for the period of March 5, 2015 through July 31, 2016.

This contract is in compliance with the provisions of M.G.L. c. 30B because it involves a purchase from a vendor who has an annual contract with the Commonwealth of Massachusetts for the same items being purchased under this contract, which is available to all local governments in Massachusetts. The relevant provisions of the state contract number FAC64 are incorporated by reference into this contract. Lan-Tel Communications Inc. has agreed to furnish equipment and deployment services to the Office of Emergency Management at the same cost as provided under its original contract with the Commonwealth of Massachusetts.

Your Honor's permission is now requested to approve an amendment to this contract to allow for additional time and funding to continue the maintenance and upgrades to the system. The contract end date shall be extended to July 31, 2017. The amount of the amendment shall be \$1,500,000 (one million five-hundred thousand dollars). The contract, as amended, shall not exceed \$2,950,000 (two million nine-hundred and fifty thousand dollars) which I have determined to be reasonable.

Respectfully yours,


Rene Fielding
Director

APPROVED
LAW DEPARTMENT
BY _____
EUGENE L. O'FLAHERTY 
CORPORATION COUNSEL

CERTIFICATE OF AUTHORITY
(For Corporations Only)

03/06/2016

(Current Date)

At a meeting of the Directors of the LAN-TEL Communications, Inc.
 (Name of Corporation)
 duly called and held at Norwood, MA
 (Location of Meeting)
 on the 6 day of March 2016 at which a quorum was present and acting,
 it was VOTED, that Joseph H. Bodio
 (Name)
 the President/CEO of this corporation is hereby
 (Position)
 authorized and empowered to make, enter into, sign, seal and deliver in behalf of this corporation
 a contract for Annual enhancements to the MBHSR CIMS camera system
 (Describe Service)

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

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

Joseph H. Bodio

(Name)

is the duly elected President/CEO of this

(Position)

corporation.

Attest Christine M. McKeown

(Affix Corporate Seal Here)

Kate Walczon

(Clerk) (Secretary) of the Corporation

COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (AEF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/oa3 under [Guidance For Vendors - Forms](#) or www.mass.gov/oa3 under [OSD Forms](#).

| | | | |
|--|--------------------------|---|--------------------------|
| CONTRACTOR LEGAL NAME: LAN-TEL Communications, Inc. (and d/b/a): | | COMMONWEALTH DEPARTMENT NAME: Operational Services Division MMARS Department Code: OSD | |
| Legal Address: (W-9, W-4,T&C): 1400 Providence Highway, Norwood, MA 02062 | | Business Mailing Address: One Ashburton Place, Boston MA 02108 | |
| Contract Manager: Kate Waldron | | Billing Address: (if different): | |
| E-Mail: kwaldron@lan-tel.com | | Contract Manager: Charles Plungis | |
| Phone: 781-352-4134 | Fax: 781-551-8667 | E-Mail: charles.plungis@state.ma.us | |
| Contractor Vendor Code: VC6000477274 | | Phone: 617-720-8313 | Fax: 617-727-4527 |
| Vendor Code Address ID (e.g. "AD001"): AD | | MMARS Doc ID(s): FAC64 | |
| (Note: The Address ID must be set up for EFT payments.) | | RFR/Procurement or Other ID Number: FAC64 | |
| X NEW CONTRACT | | CONTRACT AMENDMENT | |
| PROCUREMENT OR EXCEPTION TYPE: (Check one option only) | | Enter Current Contract End Date <u>Prior</u> to Amendment: <u>20</u> | |
| <input checked="" type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) | | Enter Amendment Amount: \$ _____ (or "no change") | |
| <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) | | AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) | |
| <input type="checkbox"/> Department Procurement (Includes State or Federal grants <u>815 CMR 2.00</u>) (Attach RFR and Response or other procurement supporting documentation) | | <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) | |
| <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) | | <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) | |
| <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) | | <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) | |
| <input type="checkbox"/> Legislative/Legal or Other (Attach authorizing language/justification, scope and budget) | | <input type="checkbox"/> Legislative/Legal or Other (Attach authorizing language/justification and updated scope and budget) | |
| The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. | | | |
| <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <u>Commonwealth Terms and Conditions For Human and Social Services</u> | | | |
| COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. | | | |
| <input checked="" type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) | | | |
| <input type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract for new Total if Contract is being amended). \$ _____ | | | |
| PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u>2%</u> PPD; Payment issued within 15 days <u>1.5%</u> PPD; Payment issued within 20 days <u>1.25%</u> PPD; Payment issued within 30 days <u>1%</u> PPD. If PPD percentages are left blank, identify reason: <u>agrees to standard 45 day cycle</u> statutory/legal or Ready Payments (O.L.C. 29, § 23A); <u>only initial payment</u> (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.) | | | |
| BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) FAC64 Security, Surveillance, Monitoring and Access Control Systems | | | |
| ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: | | | |
| <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . | | | |
| <input type="checkbox"/> 2. may be incurred as of <u>20</u> , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . | | | |
| <input type="checkbox"/> 3. were incurred as of <u>20</u> , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments; and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations. | | | |
| CONTRACT END DATE: Contract performance shall terminate as of <u>May 31, 2016</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments. | | | |
| CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , the Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract. | | | |
| AUTHORIZING SIGNATURE FOR THE CONTRACTOR: | | AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: | |
| X: <u>[Signature]</u> Date: <u>5-3-2013</u> | | X: <u>[Signature]</u> Date: <u>5/3/13</u> | |
| (Signature and Date Must Be Handwritten At Time of Signature) | | (Signature and Date Must Be Handwritten At Time of Signature) | |
| Print Name: <u>Joseph H. Bodle</u> | | Print Name: <u>Kathleen Kelly</u> | |
| Print Title: <u>Chief Executive Officer</u> | | Print Title: <u>Director, Strategic Sourcing</u> | |

JB
5/3/13



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on Comm-PASS, the Contract Manager must be listed on the Vendor Section tab.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department): Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD: Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement: Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract: Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee: Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other: Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) *See Amendments, Suspensions, and Termination Policy.)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. Amendment to Scope or Budget. Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts: Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an Interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee: Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other: Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

Identify if the Contract is a Rate Contract (with no stated Maximum Obligation) or a Maximum Obligation Contract (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contract rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, §9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, §9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. Rubber stamps, typed or other images are not acceptable. Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". Rubber stamps, typed or other images are not accepted. The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. 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.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that 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.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 196 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment

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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.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F; G.L. c. 30, § 39R; G.L. c. 149, § 27C; G.L. c. 149, § 44C; G.L. c. 149, § 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29 § 28, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth 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. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 82C, G.L. c. 82C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11: New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal

services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth 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 G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with 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 the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department 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 Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth, and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sec. II, Part II, s. 265 (Telecommunication Act); Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP SmartBid subscription process at: www.comm-pass.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11, Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term

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"other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481, Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract, that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

Executive Order 130, Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3); (4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346, Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law G.L. c. 288A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed

to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444, Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504, Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 68A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"); (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 68A, Executive Orders 523, 524 and 526, Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478), Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390), Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. *Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.* Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. 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 State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. Contractor Payment Mechanism. All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor

failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. Confidentiality. The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention, Inspection Of Records. The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. Assignment. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an



COMMONWEALTH TERMS AND CONDITIONS

opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to

appropriation and applicable law.

12. Waivers. 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.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. Forum Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any

printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____

(signature)

Print Name: Joseph H. Bodio

Title: Chief Executive Officer _____

Date: _____

5-3-2017

(Check One): Organization

Individual

Full Legal Organization or Individual Name: LAN-TEL Communications, Inc.

Doing Business As: Name (If Different): _____

Tax Identification Number: 04-3141040

Address: 1400 Providence Highway, Norwood, MA 02062 _____

Telephone: 781-551-8599 FAX: 781-551-8667

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: **Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

OSD Procurement Schedule 02/01/2016 - 07/31/2016

| Contract Title | Document Number | Contract End Date Or Solicitation Start Date | Contact Person | e-mail | Comment |
|--|------------------------|--|-------------------|--|---|
| VEH84A - Vehicle Maintenance Management Services & Accident Subrogation Services | VEH84A | 04/30/2016 | Lisa Baker | Lisa.Baker@state.ma.us | Statewide Contract for Vehicle Maintenance Management Services & Accident Subrogation Services, VEH84A, will be extended through 10/31/2016. |
| FAC55designatedDEP Imprinted Plastic Trash Bags, Recycled | FAC55DesignatedDEP | 05/11/2016 | Dmitriy Nikolayev | Dmitriy.Nikolayev@state.ma.us | Statewide Contract FAC55designatedDEP Imprinted Plastic Trash Bags, Recycled, will be reviewed for rebid prior to contract expiration. |
| FAC64 - Security, Surveillance, Monitoring and Access Control Systems | FAC64 | 05/31/2016 | Stephen Lyons | Steve.Lyons@state.ma.us | Statewide Contract for Security, Surveillance, Monitoring, and Access Control Systems, FAC64, will be renewed for 2 years (6/1/2016 - 5/31/2018). |
| ENE34 No.2 Heating Oil | ENE34 | 05/31/2016 | Sara Urato | Sara.Urato@state.ma.us | Statewide Contract ENE34 No. 2 Heating Oil will be extended or rebid prior to contract expiration. |
| FAC78 Moving & State Surplus Disposal Services Statewide Contract | FAC78 | 6/30/2016 | Katherine Morse | Katherine.morse@state.ma.us | Statewide Contract FAC78 Moving & State Surplus Disposal Services will be extended as an interim contract through 9/30/2016. |
| Baked Goods | GRO33 | 06/30/2016 | Betty Fernandez | Betty.Fernandez@state.ma.us | Statewide Contract for Baked Goods, GRO33, will be renewed with current contractors through 06/30/2017. |
| ITS41DESIGNATEDITD IBM Software and Services | ITS41Designated | 06/30/2016 | Annmarie Kates | Annmarie.kates@state.ma.us | Statewide Contract ITS41DesignatedITD is being evaluated for extension or rebid prior to 6/30/2016. |

February 1, 2016



To learn how to use each Statewide Contract, [click here](#).

USER

Fr

Search Results

Current Search Terms: lan-tel communications*

Your search for "lan-tel communications*" returned the following results...

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

| | | |
|-------------------------------------|------------------------------|------------------------------|
| Entity | Lan-Tel Communications, Inc. | Status: Active (+) |
| DUNS: 808236327 | CAGE Code: 38WMO | View Details |
| Has Active Exclusion?: No | DoDAAC: | |
| Expiration Date: 06/24/2016 | Delinquent Federal Debt? No | |
| Purpose of Registration: All Awards | | |

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SAM | System for Award Management 1.0

IBM v1.P.46.20160226-1435

WWW7

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



USER NAME

Forgot

Entity Dashboard

- Entity Overview
- Entity Record
 - Core Data
 - Assertions
 - Reps & Certs
 - POCs
 - Reports
- Service Contract Report
- BioPreferred Report
 - Exclusions
 - Active Exclusions
 - Inactive Exclusions
- Excluded Family Members

RETURN TO SEARCH

Lan-Tel Communications, Inc.
 DUNS: 808236327 CAGE Code: 38WM0
 Status: Active

Expiration Date: 06/24/2016
 Purpose of Registration: All Award

Entity Overview

Entity Information

Name: Lan-Tel Communications, Inc.
Business Type: Business or Organization
POC Name: Kate Waldron
Registration Status: Active
Activation Date: 06/25/2015
Expiration Date: 06/24/2016

Exclusions

Active Exclusion Records? No



Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



STANDARD CONTRACT DOCUMENT
CITY OF BOSTON

(FORM CM 19)

Original Award

CONTRACT ID: 40555

| | |
|--|--|
| Contractor Legal Name: LAN-TEL Communications, Inc. (and d/b/a): | City Department Name: Mayor's Office of Emergency Management |
| Contractor Address: 1400 Providence Highway Building #2, Suite 2000 Norwood, MA 02062 | Department Head: Rene Fielding, Director Mailing Address: 1 City Hall Plaza Room 204 Boston, MA 02201 |
| Contractor Vendor ID: 19146 | Billing Address (if different): |

| ACCOUNT | FUND | DEPT ID | PROGRAM | CLASS | PROJECT | BUD REF | FUNCTION | AMOUNT |
|---------|------|---------|---------|-------|----------|---------|----------|--------------|
| 52907 | 200 | 231100 | 508J | 2106 | HLS14002 | 2014 | | \$600,000.00 |
| 52907 | 200 | 231100 | 508J | 2106 | HLS15002 | 2015 | | \$850,000.00 |
| | | | | | | | | \$ |
| | | | | | | | | \$ |
| | | | | | | | | \$ |

Contract Details

Description/Scope of Services: (Attach supporting documentation)
Upgrades to the MBHSR CIMS camera system

Begin Date: 3/5/15

End Date: 7/31/16

Rate: \$

Not to Exceed Amount: \$ 1,450,000.00

(Attach details of all rates, units, and charges)

Contract Signatures

| AUDITOR | CONTRACTOR | AWARDING AUTHORITY/OFFICIAL |
|--|---|---|
| APPROVED AS TO AVAILABILITY OF APPROPRIATION OR PURSUANT TO ARTICLE 12.2 OF THE GENERAL CONDITIONS | AGREES TO PROVIDE THE GOODS OR SERVICES AS INDICATED IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS. | ATTACH APPROVED LETTER OF AWARD AND OTHER REQUIRED DOCUMENTS. |
| IN THE AMOUNT OF | <i>[Signature]</i> | <i>[Signature]</i> |
| <i>4M \$0</i> | SIGNATURE | SIGNATURE |
| <i>[Signature]</i> | TITLE | DATE |
| SIGNATURE | President/CEO | 4/22/15 |
| DATE | DATE | |
| 3/10/15 | 3/9/15 | |



Mayor's Office of
EMERGENCY
MANAGEMENT

Martin J. Walsh



METRO BOSTON
HOMELAND
SECURITY

FOR LAW DEPARTMENT APPROVAL

March 9, 2015

Contract # 40555

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

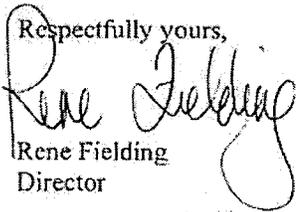
Dear Mr. Mayor,

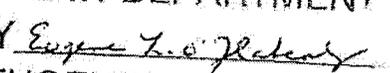
Your Honor's permission is requested to award a contract to LAN-TEL Communications, Inc. of 1400 Providence Highway Building #2, Suite 2000, Norwood, MA 02062 to service an upgrade to the Metro Boston Homeland Security Region's Critical Infrastructure Monitoring System for the period of March 5, 2015 through July 31, 2016.

This contract is in compliance with the provisions of M.G.L. c. 30B because it involves a purchase from a vendor who has an annual contract with the Commonwealth of Massachusetts for the same items being purchased under this contract, which is available to all local governments in Massachusetts. The relevant provisions of the state contract number FAC64 are incorporated by reference into this contract. Lan-Tel Communications Inc. has agreed to furnish equipment and deployment services to the Office of Emergency Management at the same cost as provided under its original contract with the Commonwealth of Massachusetts.

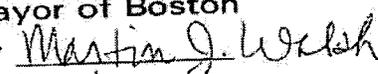
Compensation under this contract will not exceed one million four hundred fifty thousand dollars (\$1,450,000.00), which I have determined to be reasonable for the services to be provided.

Respectfully yours,


Rene Fielding
Director

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

APPROVED

Martin J. Walsh
Mayor of Boston
By 
4/22/15

CERTIFICATE OF AUTHORITY
(For Corporations Only)

03/06/2015
(Current Date)

At a meeting of the Directors of the LAN-TEL Communications, Inc.
(Name of Corporation)
duly called and held at 1400 Providence Highway, Norwood, MA 02062
(Location of Meeting)
on the 6th day of March 2015 at which a quorum was present and acting,
it was VOTED, that Joseph H. Bodio
(Name)
the President/CEO of this corporation is hereby
(Position)
authorized and empowered to make, enter into, sign, seal and deliver in behalf of this corporation
a contract for Annual enhancements to the MBHSR CIMS camera system
(Describe Service)

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

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

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

Attest:

(Affix Corporate Seal Here)

Kate Waldron
(Clerk) (Secretary) of the Corporation

| | | |
|---|-------------------------------------|--------------------------------------|
| Business Unit: BOSTN | Requester: 121445 | Status: Approved |
| Requisition: 0000335863 | Requested By: Murphy, Andrew | Currency: USD |
| Requisition Name: CIMS FY15 | Entered Date: 3/14/16 | Requisition Total: 700,000.00 |
| Header Comments: Attach to contract 40555 | | |

Line: 1 **Item Description:** Critical Infrastructure Monitoring System **Quantity:** 1.0000 **UOM:** EA **Price:** 700,000.00 **Line Total:** 700,000.00
 (CIMS) Maintenance and Enhancements FY15

Line Status: Approved

Ship Line: 1 **Ship To:** 4480 **Address:** **Shipping Quantity:** 1.0000
Attention: Andrew Murphy-OEM **Due Date:** Mayor's Office of Emergency **Shipping Total:** 700,000.00
 Preparedness-Homeland Secur
 Boston City Hall -Room 204
 One City Hall Plaza
 Boston MA 02201
 United States

| Dist | Status | Location | Qty | PCT | Amount | GL Unit | Account |
|------|--------|----------|--------|--------|------------|---------|---------|
| 1 | Open | 4480 | 1.0000 | 100.00 | 700,000.00 | BOSTN | 52940 |

| Dept | Fund | Program | Class | Budget Ref |
|--------|------|---------|-------|------------|
| 231100 | 200 | 508J | 2106 | 2016 |

| Open QTY | Project | Open Amt |
|----------|----------|------------|
| 0.0000 | HLS16002 | 700000.000 |

| GL Base Amount | Currency | Sequence | Capitalize |
|----------------|----------|----------|------------|
| 700,000.00 | USD | 0 | N |



STANDARD CONTRACT AMENDMENT CITY OF BOSTON

Department: Mayor's Office of Emergency Management
Department Head: Rene Fielding, Director

Original Contract Details

| | |
|--|--|
| Description/Scope of Services: Maintenance on and enhancements to the Metro Boston Homeland Security Region's Critical Infrastructure Monitoring System (CIMS) camera network. | |
| Contract ID: 40555 | Procurement Type: MA State Contract FAC 64 |
| Vendor/Contractor Details | |
| Vendor Name: Lan-Tel Communications, Inc. | Vendor ID: 19146 |

Amendment Details

| | |
|--|--|
| Amendment Number: 1 | Amendment Version: 1 |
| Reason for Amendment: Allowing for additional time and funding to continue maintenance and enhancements to the system | |
| Amendment Amount: \$ 1,500,000 | |
| New Not To Exceed Amt: \$ 2,950,000 | Previous Not To Exceed Amt: \$ 1,450,000 |
| New End Date: 7/31/17 | Previous End Date: 7/31/16 |
| Begin Date: 3/5/15 | |
| Scope of Services Changes (Describe scope changes in detail. Attach additional pages if necessary): | |
| Unit prices remain the same or less. All other terms & conditions of the contract shall remain in full force and effect. | |

Contract Signatures

| AUDITING | CONTRACTOR | AWARDING AUTHORITY/OFFICIAL |
|--|---|---|
| APPROVED AS TO AVAILABILITY OF APPROPRIATION OR PURSUANT TO ARTICLE 12.2 OF THE GENERAL CONDITIONS | AGREES TO PROVIDE THE GOODS OR SERVICES AS INDICATED IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS. | THIS AMENDMENT IS NECESSARY TO FULFILL THE CITY'S NEEDS AND IS MORE ECONOMICAL AND PRACTICAL THAN AWARDED ANOTHER CONTRACT. |
| <i>RM</i> \$700,000 | | |
| SIGNATURE | SIGNATURE | SIGNATURE |
| 3/16/16 | President | 3/14/16 |
| DATE | TITLE | DATE |
| | 3/8/2016 | |
| | DATE | |

APPROVED:

APPROVED

ASSENTED TO (IF APPLICABLE):

MJ

Mayor

LAW DEPARTMENT

BY
EUGENE L. O'FLAHERTY
CORPORATION COUNSEL

By: Attorney-in-Fact
(Affix Surety Company Corporate Seal)



MAYOR'S OFFICE OF
EMERGENCY
MANAGEMENT
MARTIN J. WALSH
MAYOR



FOR LAW DEPARTMENT APPROVAL

Contract # 40555

March 14, 2016

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

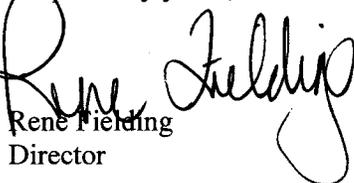
Dear Mr. Mayor,

On April 22, 2015 you approved the award of a contract to Lan-Tel Communications, Inc. of 1400 Providence Highway Building #2, Suite 2000, Norwood, MA 02062 to perform maintenance and enhancements to the Metro Boston Homeland Security Region's Critical Infrastructure Monitoring System (CIMS) camera network for the period of March 5, 2015 through July 31, 2016.

This contract is in compliance with the provisions of M.G.L. c. 30B because it involves a purchase from a vendor who has an annual contract with the Commonwealth of Massachusetts for the same items being purchased under this contract, which is available to all local governments in Massachusetts. The relevant provisions of the state contract number FAC64 are incorporated by reference into this contract. Lan-Tel Communications Inc. has agreed to furnish equipment and deployment services to the Office of Emergency Management at the same cost as provided under its original contract with the Commonwealth of Massachusetts.

Your Honor's permission is now requested to approve an amendment to this contract to allow for additional time and funding to continue the maintenance and upgrades to the system. The contract end date shall be extended to July 31, 2017. The amount of the amendment shall be \$1,500,000 (one million five-hundred thousand dollars). The contract, as amended, shall not exceed \$2,950,000 (two million nine-hundred and fifty thousand dollars) which I have determined to be reasonable.

Respectfully yours,


Rene Fielding
Director

APPROVED
LAW DEPARTMENT
BY _____
EUGENE L.O'FLAHERTY *EO*
CORPORATION COUNSEL

CERTIFICATE OF AUTHORITY
(For Corporations Only)

03/06/2016
(Current Date)

At a meeting of the Directors of the LAN-TEL Communications, Inc.
(Name of Corporation)
duly called and held at Norwood, MA
(Location of Meeting)
on the 6 day of March 2016 at which a quorum was present and acting,
it was VOTED, that Joseph H. Bodio
(Name)
the President/CEO of this corporation is hereby
(Position)
authorized and empowered to make, enter into, sign, seal and deliver in behalf of this corporation
a contract for Annual enhancements to the MBHSR CIMS camera system
(Describe Service)

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

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

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

Attest: *Christine M. McKeown*

(Affix Corporate Seal Here)

Kate Walczon
(Clerk) (Secretary) of the Corporation

COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms or www.mass.gov/osd under OSD Forms.

| | |
|---|--|
| CONTRACTOR LEGAL NAME: LAN-TEL Communications, Inc. (and d/b/a): Legal Address: (W-9, W-4, T&C): 1400 Providence Highway, Norwood, MA 02062 Contract Manager: Kate Waldron E-Mail: kwaldron@lan-tel.com Phone: 781-352-4134 Fax: 781-551-8667 Contractor Vendor Code: VC6080177274 Vendor Code Address ID (e.g. "AD001"): AD (Note: The Address ID must be set up for EFT payments.) | COMMONWEALTH DEPARTMENT NAME: Operational Services Division MMARS Department Code: OSD Business Mailing Address: One Ashburton Place, Boston MA 02108 Billing Address: (if different): Contract Manager: Charles Plungie E-Mail: charles.plungie@state.ma.us Phone: 617-720-3313 Fax: 617-727-4527 MMARS Doc ID#: FAC64 RFR/Procurement or Other ID Number: FAC64 |
| <p style="text-align: center;">X NEW CONTRACT</p> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input checked="" type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget) | <p style="text-align: center;">CONTRACT AMENDMENT</p> Enter Current Contract End Date <u>Prior</u> to Amendment: <u>20</u> Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget) |
| The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR, and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services | |
| COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input checked="" type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended). <input type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract for new Total if Contract is being amended). \$ _____ | |
| PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u>2%</u> PPD; Payment issued within 15 days <u>1.5%</u> PPD; Payment issued within 20 days <u>1.25%</u> PPD; Payment issued within 30 days <u>1%</u> PPD. If PPD percentages are left blank, identify reason: <input type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (G.L. c. 28B § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.) | |
| BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) FAC64 Security, Surveillance, Monitoring and Access Control Systems | |
| ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and no obligations have been incurred prior to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the <u>Effective Date</u> below and no obligations have been incurred prior to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations. | |
| CONTRACT END DATE: Contract performance shall terminate as of <u>May 31</u> , 20 <u>16</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments. | |
| CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract. | |
| AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: <u>5-3-2015</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Joseph H. Boyle</u> Print Title: <u>Chief Executive Officer</u> | AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: <u>5/28/15</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Kathleen Kelly</u> Print Title: <u>Director, Strategic Sourcing</u> |

JB
5/13/15



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 10991 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on Comm-PASS, the Contract Manager must be listed on the Vendor Section tab.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) *See Amendments, Suspensions, and Termination Policy.)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. Amendment to Scope or Budget. Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an Interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly



posted.

CONTRACT END DATE

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9a Policy.

COMPENSATION

Identify if the Contract is a Rate Contract (with no stated Maximum Obligation) or a Maximum Obligation Contract (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant instalment, but subsequent periodic instalments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. Rubber stamps, typed or other images are not acceptable. Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". Rubber stamps, typed or other images are not accepted. The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. 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.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that 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.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 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.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 1417; G.L. c. 29, s. 29F; G.L. c. 30, § 39R; G.L. c. 149, § 27C; G.L. c. 149, § 44C; G.L. c. 149, § 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human and Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 86A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29 § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth 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. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TJR 05-11: New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal

services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth 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 G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with 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 the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department 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 Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act; Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP SmartBid subscription process at: www.comm-pass.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11, indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term



"other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29 s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed

to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively: "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A. **Executive Orders 523, 524 and 526.** Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. *Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.* Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. **Contract Effective Start Date.** Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. **Payments And Compensation.** The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. 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 State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. **Contractor Payment Mechanism.** All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. **Contract Termination Or Suspension.** A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor

failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. **Written Notice.** Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. **Confidentiality.** The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. **Record-keeping And Retention, Inspection Of Records.** The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. **Assignment.** The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. **Subcontracting By Contractor.** Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. **Affirmative Action, Non-Discrimination In Hiring And Employment.** The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. **Indemnification.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an



COMMONWEALTH TERMS AND CONDITIONS

opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to

appropriation and applicable law.

12. **Waivers.** 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.

13. **Risk Of Loss.** The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. **Forum, Choice of Law And Mediation.** Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. **Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration.** Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any

printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____

(signature)

Print Name: Joseph H. Bodio
Title: Chief Executive Officer _____

Date: 5-3-2013 _____

(Check One): Organization Individual

Full Legal Organization or Individual Name: LAN-TEL Communications, Inc.

Doing Business As: Name (If Different): _____

Tax Identification Number: 04-3141040

Address: 1400 Providence Highway, Norwood, MA 02062 _____

Telephone: 781-551-8599 FAX: 781-551-8667

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: **Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

OSD Procurement Schedule 02/01/2016 - 07/31/2016

| Contract Title | Document Number | Contract End Date Or Solicitation Start Date | Contact Person | e-mail | Comment |
|--|--------------------|--|-------------------|--|--|
| VEH84A - Vehicle Maintenance Management Services & Accident Subrogation Services | <u>VEH84A</u> | 04/30/2016 | Lisa Baker | Lisa.Baker@state.ma.us | Statewide Contract for Vehicle Maintenance Management Services & Accident Subrogation Services, VEH84A, will be extended through 10/31/2016. |
| FAC55designatedDEP Imprinted Plastic Trash Bags, Recycled | FAC55DesignatedDEP | 05/11/2016 | Dmitriy Nikolayev | Dmitriy.Nikolayev@state.ma.us | Statewide Contract FAC55designatedDEP Imprinted Plastic Trash Bags, Recycled, will be reviewed for rebid prior to contract expiration. |
| FAC64 - Security, Surveillance, Monitoring and Access Control Systems | <u>FAC64</u> | 05/31/2016 | Stephen Lyons | Steve.Lyons@state.ma.us | Statewide Contract for Security, Surveillance, Monitoring, and Access Control Systems, FAC64, will be renewed for 2 years (6/1/2016 - 5/31/2018). |
| ENE34 No.2 Heating Oil | <u>ENE34</u> | 05/31/2016 | Sara Urato | Sara.Urato@state.ma.us | Statewide Contract ENE34 No. 2 Heating Oil will be extended or rebid prior to contract expiration. |
| FAC78 Moving & State Surplus Disposal Services Statewide Contract | <u>FAC78</u> | 6/30/2016 | Katherine Morse | Katherine.morse@state.ma.us | Statewide Contract FAC78 Moving & State Surplus Disposal Services will be extended as an interim contract through 9/30/2016. |
| Baked Goods | <u>GRO33</u> | 06/30/2016 | Betty Fernandez | Betty.Fernandez@state.ma.us | Statewide Contract for Baked Goods, GRO33, will be renewed with current contractors through 06/30/2017. |
| ITS41DESIGNATEDITD IBM Software and Services | ITS41Designated | 06/30/2016 | Annmarie Kates | Annmarie.kates@state.ma.us | Statewide Contract ITS41DesignatedITD is being evaluated for extension or rebid prior to 6/30/2016. |

February 1, 2016



To learn how to use each Statewide Contract, [click here](#).

USER

FC

Search Results

Current Search Terms: lan-tel communications*

Your search for "lan-tel communications*" returned the following results...

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

| | | |
|--|-------------------------------------|------------------------------|
| Entity | Lan-Tel Communications, Inc. | Status: Active |
| DUNS: 808236327 | CAGE Code: 38WM0 | View Details |
| Has Active Exclusion?: No | DoDAAC: | |
| Expiration Date: 06/24/2016 | Delinquent Federal Debt? No | |
| Purpose of Registration: All Awards | | |

Gk

[Sea](#)

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Area

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By

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Area

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Infor

SAM | System for Award Management 1.0

IBM v1.P.46.20160226-1435

WWW7

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



USER NAME

Forgot

Entity Dashboard

- Entity Overview
- Entity Record
 - Core Data
 - Assertions
 - Reps & Certs
 - POCs
 - Reports
- Service Contract Report
- BioPreferred Report
 - Exclusions
 - Active Exclusions
 - Inactive Exclusions
- Excluded Family Members

RETURN TO SEARCH

Lan-Tel Communications, Inc.
DUNS: 808236327 CAGE Code: 38WM0
Status: Active

Expiration Date: 06/24/2016
Purpose of Registration: All Awar

Entity Overview

Entity Information

Name: Lan-Tel Communications, Inc.
Business Type: Business or Organization
POC Name: Kate Waldron
Registration Status: Active
Activation Date: 06/25/2015
Expiration Date: 06/24/2016

Exclusions

Active Exclusion Records? No



Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



STANDARD CONTRACT DOCUMENT
CITY OF BOSTON

(FORM CM 10)

CONTRACT ID: 40555

| | |
|--|--|
| Contractor Legal Name: LAN-TEL Communications, Inc. (and d/b/a): | City Department Name: Mayor's Office of Emergency Management |
| Contractor Address: 1400 Providence Highway Building #2, Suite 2000 Norwood, MA 02062 | Department Head: Rene Fielding, Director Mailing Address: 1 City Hall Plaza Room 204 Boston, MA 02201 |
| Contractor Vendor ID: 19146 | Billing Address (if different): |

| ACCOUNT | FUND | DEPT ID | PROGRAM | CLASS | PROJECT | BUD REF | FUNCTION | AMOUNT |
|---------|------|---------|---------|-------|----------|---------|----------|--------------|
| 52907 | 200 | 231100 | 508J | 2106 | HLS14002 | 2014 | | \$600,000.00 |
| 52907 | 200 | 231100 | 508J | 2106 | HLS15002 | 2015 | | \$850,000.00 |
| | | | | | | | | \$ |
| | | | | | | | | \$ |
| | | | | | | | | \$ |

Contract Details

Description/Scope of Services: (Attach supporting documentation)
Upgrades to the MBHSR CIMS camera system

Begin Date: 3/5/15

End Date: 7/31/16

Rate: \$

Not to Exceed Amount: \$1,450,000.00

(Attach details of all rates, units, and charges)

Contract Signatures

| AUDITOR | CONTRACTOR | AWARDING AUTHORITY/OFFICIAL |
|--|---|---|
| APPROVED AS TO AVAILABILITY OF APPROPRIATION OR PURSUANT TO ARTICLE 12.2 OF THE GENERAL CONDITIONS | AGREES TO PROVIDE THE GOODS OR SERVICES AS INDICATED IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS. | ATTACH APPROVED LETTER OF AWARD AND OTHER REQUIRED DOCUMENTS. |
| IN THE AMOUNT OF | | |
| <i>[Signature]</i> | <i>[Signature]</i> | <i>[Signature]</i> |
| SIGNATURE | SIGNATURE | SIGNATURE |
| | President/CEO | 4/22/15 |
| | TITLE | DATE |
| 3/10/15 | 3/9/15 | |
| DATE | DATE | |

Approved as to form by Corporation Counsel July 2012

No payment will be made until the executed contract is filed with the Auditing Department



MAYOR'S OFFICE OF
EMERGENCY
MANAGEMENT

MARTIN J. WALSH
MAYOR



FOR LAW DEPARTMENT APPROVAL

Contract # 40555

March 9, 2015

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

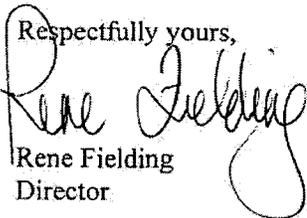
Dear Mr. Mayor,

Your Honor's permission is requested to award a contract to LAN-TEL Communications, Inc. of 1400 Providence Highway Building #2, Suite 2000, Norwood, MA 02062 to service an upgrade to the Metro Boston Homeland Security Region's Critical Infrastructure Monitoring System for the period of March 5, 2015 through July 31, 2016.

This contract is in compliance with the provisions of M.G.L. c. 30B because it involves a purchase from a vendor who has an annual contract with the Commonwealth of Massachusetts for the same items being purchased under this contract, which is available to all local governments in Massachusetts. The relevant provisions of the state contract number FAC64 are incorporated by reference into this contract. Lan-Tel Communications Inc. has agreed to furnish equipment and deployment services to the Office of Emergency Management at the same cost as provided under its original contract with the Commonwealth of Massachusetts.

Compensation under this contract will not exceed one million four hundred fifty thousand dollars (\$1,450,000.00), which I have determined to be reasonable for the services to be provided.

Respectfully yours,


Rene Fielding
Director

APPROVED

**Martin J. Walsh
Mayor of Boston**

By Martin J. Walsh
in 4/22/15

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

| | | |
|------------------------------------|-------------------------------------|--------------------------------------|
| Business Unit: BOSTN | Requester: 121445 | Status: Approved |
| Requisition: 0000335863 | Requested By: Murphy, Andrew | Currency: USD |
| Requisition Name: CIMS FY15 | Entered Date: 3/14/16 | Requisition Total: 700,000.00 |
| Header Comments: | | |
| Attach to contract 40555 | | |

Line: 1 **Item Description:** Critical Infrastructure Monitoring System (CIMS) Maintenance and Enhancements FY15 **Quantity:** 1.0000 **UOM:** EA **Price:** 700,000.00 **Line Total:** 700,000.00
Line Status: Approved

Ship Line: 1 **Ship To:** 4480 **Address:** Mayor's Office of Emergency Preparedness-Homeland Secur
 Boston City Hall -Room 204
 One City Hall Plaza
 Boston MA 02201
 United States **Shipping Quantity:** 1.0000
Attention: Andrew Murphy-OEM **Due Date:** **Shipping Total:** 700,000.00

| Dist | Status | Location | Qty | PCT | Amount | GL Unit | Account |
|------|--------|----------|--------|--------|------------|---------|---------|
| 1 | Open | 4480 | 1.0000 | 100.00 | 700,000.00 | BOSTN | 52940 |

| Dept | Fund | Program | Class | Budget Ref |
|--------|------|---------|-------|------------|
| 231100 | 200 | 508J | 2106 | 2016 |

| Open QTY | Project | Open Amt |
|----------|----------|------------|
| 0.0000 | HLS16002 | 700000.000 |

| GL Base Amount | Currency | Sequence | Capitalize |
|----------------|----------|----------|------------|
| 700,000.00 | USD | 0 | N |



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

MAYOR'S OFFICE OF EMERGENCY
PREPAREDNESS-HOMELAND SECURITY
BOSTON CITY HALL-ROOM204
ONE CITY HALL PLAZA
BOSTON, MA 02201

INVOICE ID: 9917523
DRAW ID: 2
DATE: March 31, 2018

CONTRACT ID: 18-5901-35
CIMS MAINTENANCE 2017 2018
LOCATION:

SALESPERSON:
CUSTOMER ID: DOINNOV
PO #: 686927
Terms: Net 0

PO 0000686927 CONTRACT ID 43933

WORK PERFORMED FOR CITY OF BOSTON CONTRACT # BOSTN-00006558731 & BOSTN-000066207

BILLING FOR MARCH 2018

| | |
|---------------------|-----------|
| PROJECT MANAGEMENT: | \$ 0.00 |
| FIELD LABOR: | 68,066.00 |
| MATERIAL: | 0.00 |

AMOUNT DUE: \$ 68,066.00

APPROVED AS ORIGINAL
JJ 4/11/18

ATTN: ACCOUNTS PAYABLE

AMOUNT DUE THIS INVOICE

\$68,066.00

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

U16-2.2

*Okay to pay
JJ
4/11/18*

*MB
4/24/18*



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

APPROVED AS ORIGINAL

MAYOR'S OFFICE OF EMERGENCY
PREPAREDNESS-HOMELAND SECURITY
BOSTON CITY HALL-ROOM204
ONE CITY HALL PLAZA
BOSTON, MA 02201

INVOICE ID: 9917647
DRAW ID: 5
DATE: May 31.2018

CONTRACT ID: 18-5901-35
CIMS MAINTENANCE 2017 2018
LOCATION:

SALESPERSON:
CUSTOMER ID: DOINNOV
PO #: 686927
Terms: Net 0

PO 0000686927 CONTRACT ID 43933

WORK PERFORMED FOR CITY OF BOSTON CONTRACT # BOSTN-00006558731 & BOSTN-000066207

BILLING FOR MAY 2018

| | |
|------------------------|-----------|
| PROJECT MANAGEMENT: \$ | 0.00 |
| FIELD LABOR: | 38,834.00 |
| MATERIAL: | 0.00 |

AMOUNT DUE: \$ 38,834.00

ATTN: ACCOUNTS PAYABLE

AMOUNT DUE THIS INVOICE

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

\$38,834.00

OK to pay
Per 6/7/18

U16 - 2.2 CIMS Maintenance



City of Boston Purchase Order

City of Boston

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

| | | |
|---|---------------------------------|-----------------|
| Complete | | |
| Purchase Order BOSTN-0000689177 | Date 2018-03-27 | Revision |
| Payment Terms 00 | Freight Terms DES PPD | |
| Buyer Jones,Brenda | | |

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

Bill To: Auditing Department
One City Hall
Room M-4
Boston MA 02201
United States
Ship To: Emergency Preparedness-Homeland Secur
Boston City Hall -Room 204
One City Hall Plaza
Boston MA 02201
United States
Attention: See Detail Below

Tax Exempt? Y

State Tax Exempt ID: 04-6001380

Contract ID: 000000000000000000040555

| Line-Sch | Item/Description | Quantity | UOM | PO Price | Extended Amt | Due Date |
|----------|--|----------|-----|------------------------------|--------------|------------|
| 1 - 1 | CIMS Maintenance and Enhancements | 1.00 | EA | 114413.00 | 114413.00 | 04/01/2018 |
| | | | | Attention: Jones, Jessica M. | | |
| | 52940-200-231100-508J-2106-2017-HLS17002 | 1.00 | | | | |

Contract #40555
POC: Jessica Jones / Jessica.jones@boston.gov/
6176351350
U16 2.2 CIMS Maintenance and enhancements
per c/o close po 5/29/18-tl

Total PO Amount 114413.00

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

| | | |
|---|--|------------------|
| Official Approvals | | |
| I certify that all records regarding this procurement are on file | Approved as to availability of appropriation | |
| Unauthorized | Unauthorized | 5/29/2018 |
| Department Head/Purchasing Agent/BPS Business Manager | City Auditor/BPS Business Manager | |
| This is not a valid purchase order without the above signatures. | | |



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

APPROVED AS ORIGINAL

JJ 3/28/18

MAYOR'S OFFICE OF EMERGENCY
PREPAREDNESS-HOMELAND SECURITY
BOSTON CITY HALL-ROOM204
ONE CITY HALL PLAZA
BOSTON, MA 02201

INVOICE ID: 9917400
DRAW ID: 1
DATE: March 14, 2018

SALESPERSON:

CONTRACT ID: 18-5901-35
CIMS MAINTENANCE 2017 2018
LOCATION:

CUSTOMER ID: DOINNOV
PO #: 686927
Terms: Net 0

PO 0000686927 CONTRACT ID 43933

WORK PERFORMED FOR CITY OF BOSTON CONTRACT # BOSTN-00006558731 & BOSTN-000066207

BILLING FOR FEBRUARY 2018

PROJECT MANAGEMENT: \$ 1,568.00
FIELD LABOR: 44,779.00
MATERIAL: 0.00

AMOUNT DUE: \$ 46,347.00

ATTN: ACCOUNTS PAYABLE

AMOUNT DUE THIS INVOICE

\$46,347.00

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

Okay to pay
JJ

3/28/18

MB
3/29/18

U16 2.2 CIMS Maintenance & Enhancements



City of Boston Purchase Order

City of Boston

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

| | | |
|---|---------------------------------|-----------------|
| Complete | | |
| Purchase Order BOSTN-0000678832 | Date 2017-05-05 | Revision |
| Payment Terms 00 | Freight Terms DES PPD | |
| Buyer Habershaw,Deirdre | | |

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

Bill To: Auditing Department
One City Hall
Room M-4
Boston MA 02201
United States
Ship To: Emergency Preparedness-Homeland
Secur
Boston City Hall -Room 204
One City Hall Plaza
Boston MA 02201
United States
Attention: See Detail Below

Tax Exempt? Y

State Tax Exempt ID: 04-6001380

Contract ID: 000000000000000000040555

| Line-Sch | Item/Description | Quantity | UOM | PO Price | Extended Amt | Due Date |
|----------|--|----------|-----|------------------------------|--------------|------------|
| 1 - 1 | CIMS Maintenance and Enhancements | 1.00 | EA | 299999.50 | 299999.50 | 05/10/2017 |
| | | | | Attention: Habershaw,Deirdre | | |
| | 52940-200-231100-508J-2106-2017-HLS17002 | 1.00 | | | | |

Total PO Amount 299999.50

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

| | | |
|---|--|-----------|
| Official Approvals | | |
| I certify that all records regarding this procurement are on file | Approved as to availability of appropriation | |
| Unauthorized | Unauthorized | 2/26/2018 |
| Department Head/Purchasing Agent/BPS Business Manager | City Auditor/BPS Business Manager | |
| This is not a valid purchase order without the above signatures. | | |

CITY OF BOSTON

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 refurbish 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.

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.

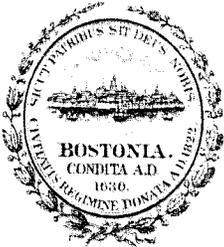
ARTICLE 17 -- BID COLLUSION:

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.

Approved as to form by Corporation Counsel March 2014



MAYOR'S OFFICE OF
EMERGENCY
MANAGEMENT

MARTIN J. WALSH
MAYOR



FOR LAW DEPARTMENT APPROVAL

Contract # 40555

March 9, 2015

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

Dear Mr. Mayor,

Your Honor's permission is requested to award a contract to LAN-TEL Communications, Inc. of 1400 Providence Highway Building #2, Suite 2000, Norwood, MA 02062 to service an upgrade to the Metro Boston Homeland Security Region's Critical Infrastructure Monitoring System for the period of March 5, 2015 through July 31, 2016.

This contract is in compliance with the provisions of M.G.L. c. 30B because it involves a purchase from a vendor who has an annual contract with the Commonwealth of Massachusetts for the same items being purchased under this contract, which is available to all local governments in Massachusetts. The relevant provisions of the state contract number FAC64 are incorporated by reference into this contract. Lan-Tel Communications Inc. has agreed to furnish equipment and deployment services to the Office of Emergency Management at the same cost as provided under its original contract with the Commonwealth of Massachusetts.

Compensation under this contract will not exceed one million four hundred fifty thousand dollars (\$1,450,000.00), which I have determined to be reasonable for the services to be provided.

Respectfully yours,

Rene Fielding
Rene Fielding
Director

APPROVED

**Martin J. Walsh
Mayor of Boston**

By *Martin J. Walsh*
to 4/22/15

**APPROVED
LAW DEPARTMENT**

BY *Eugene L. O'Flaherty*
EUGENE L. O'FLAHERTY
CORPORATION COUNSEL

emo

CERTIFICATE OF AUTHORITY
(For Corporations Only)

03/06/2015
(Current Date)

At a meeting of the Directors of the LAN-TEL Communications, Inc.
(Name of Corporation)
duly called and held at 1400 Providence Highway, Norwood, MA 02062
(Location of Meeting)
on the 6th day of March 2015 at which a quorum was present and acting,
it was VOTED, that Joseph H. Bodio
(Name)
the President/CEO of this corporation is hereby
(Position)
authorized and empowered to make, enter into, sign, seal and deliver in behalf of this corporation
a contract for Annual enhancements to the MBHSR CIMS camera system
(Describe Service)

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

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

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

Attest:

(Affix Corporate Seal Here)

Kate Waldron
(Clerk) (Secretary) of the Corporation

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:

Enhancements to the MBHSR CIMS camera system

in accordance with the terms of the accompanying contract documents.

- B. The Contractor is a/an:

Corporation

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

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

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

Corporation is incorporated in the State of MA

President is Joseph H. Bodio

Treasurer is Joseph H. Bodio

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

(City, State and Zip Code)

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

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

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

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

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

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

 _____

*If individual, use Social Security Number _____

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

or group of individuals.

Contractor: LAN-TEL Communications, Inc.

By: 
(Sign Here)

Title: President/CEO

Business Address: 1400 Providence Highway
(Street)
Norwood, MA 02062
(City, State and Zip Code)

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

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

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

APPROVED AS TO FORM BY CORPORATION COUNSEL JUNE 2014
THIS FORM IS VOID AND WITHOUT LEGAL EFFECT IF ALTERED IN ANY WAY

(PUB JUNE 2014)

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

Annual Enhancements to the Metro Boston Homeland Security Region's CIMS camera system
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

CM FORM 15A

CORI COMPLIANCE

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

CERTIFICATION

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

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

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


Signature

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

NOTE:

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

Instructions for Completing CM Form 15B:

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

A Vendor who checks Lines 2 certifies that the Vendor's CORI policy conforms to the standards set forth in CM Form 15B. A

Vendor with a CORI policy that does NOT conform to the standards set forth on CM Form 15B must check Line 3. Vendors

who check Line 3 will not be permitted to enter into contracts with the City, absent a waiver, as provided for in CBC 4-7.4.

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

CM FORM 15B

CORI COMPLIANCE STANDARDS

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

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

APPROVED AS TO FORM BY CORPORATION COUNSEL JUNE 2014

(PUB June 2014)

CM FORM 16

WAGE THEFT PREVENTION

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

CERTIFICATION

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

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

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

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

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


Signature

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

Instructions for Completing CM Form 16:

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

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

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



CITY OF BOSTON JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION • (617) 918-5259

COVERED VENDORS LIVING WAGE AGREEMENT

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

Part 1: Covered Vendor (or Subcontractor) Information:

Name of Vendor: LAN-TEL Communications, Inc.

Local Contact Person: Kate Waldron

Address 1400 Providence Highway, Suite 2000, Norwood, MA 02062
Street City Zip

Telephone #: 781.352.4134 Fax #: 781.551.8667

E-Mail: kwaldron@lan-tel.com

Part 2: Name of the program or project under which the Contract or Subcontract is being awarded: UASI Grant

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

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

| JOB TITLE | < \$13.89 p/h | \$13.89 p/h- \$15.00 p/h | \$15.01 p/h- \$20.00 p/h | > \$20.01 p/h |
|-------------------------------|---------------|-----------------------------|-----------------------------|------------------|
| Telecommunications Technician | | | | 75 |
| Telecommunications Apprentice | | | 20 | |
| | | | | |
| | | | | |

B. Total number of Covered Employees: 95

C. Number of Covered Employees who are Boston residents: 14

D. Number of Covered Employees who are minorities: 13

E. Number of Covered Employees who are women: 11

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

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

LAN-TEL is an IBEW Local 103 company, and as such, must comply with its collective bargaining agreement and draw its employees from the labor pool of IBEW Local 103. To the extent that there are individuals available for hire from the pool, LAN-TEL will make a concerted effort to seek out low and moderate income Boston residents and minorities.

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

LAN-TEL's employees are trained via a 5-year apprenticeship program per the requirements of its collective bargaining agreement. Additionally, LAN-TEL employees continue to receive on-the-job training on an ongoing basis.

Describe the potential for advancement and raises for Covered Employees:

Employee advancement and raises are dictated by the IBEW Local 103 Collective Bargaining Agreement.

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

At this time, it is not anticipated that additional employees will be added or subtracted due to this contract.

Part 5: Service Contracts:

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

| <u>SUBCONTRACTOR</u> | <u>ADDRESS</u> | <u>AMOUNT OF SUBCONTRACT</u> |
|----------------------|----------------|------------------------------|
| Not applicable | | |
| | | |
| | | |
| | | |

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.

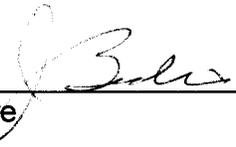
IMPORTANT: Please print in ink or type all required information. Assistance in completing this Form may be obtained by calling, The Living Wage Administrator, The Living Wage Division of the Office Of Jobs And Community Services, telephone: (617) 918-5259 or your Contracting Department.

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

I, (print or type) Joseph H. Bodio (Authorized Representative of the Covered Vendor) on behalf of (print or type) LAN-TEL Communications, Inc. (name of Covered Vendor)

hereby state that the above-named, Covered Vendor is committed to pay all Covered Employees not less than the Living Wage, subject to adjustment each July 1, and to comply with the provisions of the Boston Jobs And Living Wage Ordinance.

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



 Signature

 March 13, 2015
 Date

 President/CEO
 Position with Covered Vendor



CITY OF BOSTON JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION • (617) 918-5259

VENDORS LIVING WAGE AFFIDAVIT

Any for-profit or any not-for-profit Vendor who employs at least 25 full-time equivalents (FTE) who has been awarded a Service Contract of \$25,000 or more from the City of Boston must comply with the provisions of the Boston Jobs And Living Wage Ordinance which requires any such Vendors to pay at least the **Living Wage which is \$13.89 per hour** to any employee who directly expends his or her time on the services set out in the contract. All Subcontractors whose subcontracts are at least \$25,000 are also required to pay the Living Wage.

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

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

IMPORTANT: Please print in ink or type all required information. Assistance in completing this Form may be obtained by calling or visiting, The Living Wage Administrator, The Living Wage Division of the Office Of Jobs And Community Services, telephone: (617) 918-5259, facsimile: (617) 918-5299, or your Contracting Department.

Part 1: VENDOR INFORMATION:

Name of Vendor: LAN-TEL Communications, Inc.

Contact Person: Kate Waldron

Address 1400 Providence Highway, Suite 2000, Norwood, MA 02062
Street City Zip

Telephone #: 781.551.8599 Fax #: 781.551.8667

E-Mail: kwaldron@lan-tel.com

Part 2: CONTRACT INFORMATION:

Name of the program or project under which the Contract or Subcontract is being awarded:
UASI Grant

Contracting Department: Mayor's Office of Emergency Management

Start Date of Contract: 7/1/14 End Date of Contract: 7/31/15

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: 125

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

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

Yes No

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

PART 4: EXEMPTION FROM BOSTON JOBS AND LIVING WAGE ORDINANCE

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

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

- The construction contract awarded by the City of Boston is subject to the state prevailing wage law; and
- Assistance or contracts awarded to youth programs, provided that the contract is for stipends to youth in the program. "Youth Program" means any city, state, or federally funded program which employs youth, as defined by city, state, or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part-time program; and
- Assistance or contracts awarded to work-study or cooperative educational programs, provided that the Assistance or contract is for stipends to students in the programs; and
- Assistance and contracts awarded to vendors who provide services to the City and are awarded to vendors who provide trainees a stipend or wage as part of a job training program and provides the trainees with additional services, which may include but are not limited to room and board, case management, and job readiness services, and provided further that the trainees do not replace current City funded positions.

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

PART 5. GENERAL WAIVER REASON(S)

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

- Service Contract
- Subcontract

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

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

GENERAL WAIVER ATTACHMENTS:

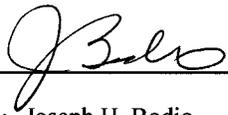
Please attach a copy of the conflicting statutory, regulatory or constitutional provisions that makes compliance with this ordinance unlawful.

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

PART 6: VENDOR AFFIDAVIT:

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

Signed under the pains and penalties of perjury.

SIGNATURE:  DATE: 03/06/2015

PRINTED NAME: Joseph H. Bodio

TITLE: President/CEO

[View assistance for Search Results](#)

Search Results

Current Search Terms: lan-tel communications*

Your search for ""lan-tel"communications*" returned the following results...

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

| | | |
|--|--|------------------------------|
| Entity | LAN-TEL COMMUNICATIONS SERVICES, INC. | Status: Active |
| DUNS: 110883188 | CAGE Code: 1UFN2 | View Details |
| Has Active Exclusion?: No | DoDAAC: | |
| Expiration Date: 11/25/2015 | Delinquent Federal Debt? No | |
| Purpose of Registration: All Awards | | |

| | | |
|--|-------------------------------------|------------------------------|
| Entity | Lan-Tel Communications, Inc. | Status: Active |
| DUNS: 808236327 | CAGE Code: 38WM0 | View Details |
| Has Active Exclusion?: No | DoDAAC: | |
| Expiration Date: 07/11/2015 | Delinquent Federal Debt? No | |
| Purpose of Registration: All Awards | | |

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SAM | System for Award Management 1.0

IBM v1.P.24.20150116-1831

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



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

| | | | |
|-------------------------|---|--------------------|---------------------------------------|
| Contract #: | FAC64 | Contract Duration: | 06/01/2013 to 05/31/2016 |
| MMARS #: | FAC64* | Options to renew: | Two (2) options of two (2) years each |
| Contract Manager: | Stephen Lyons – 617-720-3373 – steve.lyons@state.ma.us | | |
| This contract contains: | Small Business Purchasing Program (SBPP) and Supplier Diversity Office SDO Contractors | | |
| Last change date: | 2/2/15 | | |

Contract Summary

This contract covers the acquisition of Security Systems and Related Services to include, but not limited to, Video, Access Control, Integrated Video Management, Visitor Management, Locks, Alarms, Monitoring Services/Systems, Catalog Sales, Service, and Maintenance. There are three (3) categories and one subcategory available:

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

Benefits and Cost Savings

- Competitive mark-ups over prevailing wage and hourly wage rates.
- Competitive discounts on equipment
- Generous Prompt Payment Discounts
- Multiple quote process to drive additional discounts

Who Can Use This Contract?

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

Eligible Entities:

01. Cities, towns, districts, counties, and other political subdivisions;
02. Executive, Legislative, and Judicial branches, including all Departments and elected offices therein;
03. Independent public authorities, commissions, and quasi-public agencies;
04. Local public libraries, public school districts, and charter schools;
05. Public Hospitals owned by the Commonwealth;
06. Public institutions of high education;
07. Public purchasing cooperatives;
08. Non-profit, UFR-certified organizations that are doing business with the Commonwealth;
09. Other States and Territories with no prior approval by the State Purchasing Agent required; and
10. Other entities when designated in writing by the State Purchasing Agent

Compliance with Construction Law

This contract does not include construction related services. Eligible Entities should consult their legal counsel for assistance determining whether installation work includes construction as defined by M.G.L. c.149 or M.G.L. c.30, §39M. If installation of the system is deemed to include construction, then installation work done under this contract is limited to \$10,000 or less.

How to Use the Contract

Process for Ordering

Multiple Quotes

Eligible Entities are responsible for contacting the contractors of their choice to obtain **multiple** quotes, to set up their own accounts and/or place orders. Users are encouraged to “shop around” among the contractors within the desired category to find the best pricing and product available. See table in this User Guide to learn which vendors are awarded in each category.

In order to ensure that you receive all the benefits and savings associated with the statewide contract, please **always reference the statewide contract and the document number (FAC64)** when opening an account and placing an order with a Contractor.

Exceptions to the Multiple Quote Requirement

Eligible Entities may expand a current system without requesting multiple quotes, provided that either:

- A) the existing system is still under warranty and changing vendors may compromise the warranty of the original system; or
- B) the expansion costs no more than 50% of the original system cost, not including the costs of any service plans or maintenance performed on the system.

For Category 1 Catalog sales, checking the price files and catalogs to determine the net cost of the equipment you are interested in will constitute a quote. However, many times Contractors are willing to offer additional discounts so checking with each Contractor directly is strongly encouraged.

Prevailing Wage

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

Vendors are responsible for complying with the Prevailing Wage law; however the maximum rates at which vendors may invoice for labor are specified in the cost tables attached to each vendor’s MBPO in COMMBUYS at www.commbuys.com.

Statement of Work

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

Important Elements of the Statement of Work:

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

Additional Requirements

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

No pre-payments: Contractor must not request any form of pre-payments by the Eligible Entity before the service is rendered. For special projects implemented in phases, by mutual agreement of the Eligible Entity and the Contractor, invoices must be issued after each phase is completed to the Eligible Entity's satisfaction.

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

Negotiation

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

Pre-Installation

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

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

Installation

Compliance with Regulatory Requirements

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

Cabling and Cable Associated Hardware

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

Labels with Warranty Period

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

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

Post-Installation

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

Anticipated Service Disruption

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

Training & Training Materials

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

Software Licenses

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

Service Maintenance Plans

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

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

Product Warranty

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

Pricing

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

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

Price Files/discount rates: Posted for each contractor as attachments to their contract records on COMMBUYS.

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

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

Strategic Sourcing Services Team (SSST)

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

Summary of Where to Obtain Important Contract Information

To obtain in depth contract information, please first see the following table that will identify contract vendors and their award category and MBPO number. Next, go to the COMMBUYS website to search on the particular vendor's MBPO number to see the vendor specific pricing and their approved manufacturers' list.

As this contract catalog is set up with individual MBPO's, in instances that require quotes, contract users are advised to solicit quotes directly with the vendors, evaluate and choose the vendor, then enter the order through that chosen vendor's MBPO on the appropriate line.

OSD is working to transition the categories of this contract that require quotes to a catalog that will enable requests for quotes to be obtained directly through COMMBUYS. In the meantime, if you have any questions please contact the Contract Manager or the OSD COMMBUYS Helpdesk.

| Vendor | MBPO # | Category 1: Catalog Sales | Category 2: Security Equipment, Systems, and Related | Category 2A: Security Monitoring Services | Category 3: Locks, Accessories, and Related Equipment | Contact Name | Contact Email |
|---|------------------------------------|------------------------------|--|--|---|----------------------|--|
| Access Control Systems Inc. | PO-14-1080-OSD01-OSD10-00000000037 | | X | | | Charles R. Patterson | charlie@a-c-s.biz |
| Advanced Alarm Systems Inc. | PO-14-1080-OSD01-OSD10-00000000039 | | X | X | | Kevin C Fitzpatrick | kevin@advancedalamsystems.com |
| American Alarm | PO-14-1080-OSD01-OSD10-00000000040 | | X | X | X | Larry Movsessian | Lmovsessian@americanalarm.com |
| Autoclear LLC | PO-14-1080-OSD01-OSD10-00000000041 | X | | | | Alan Martin | alanm@a-clear.com |
| Aventura | PO-14-1080-OSD01-OSD10-00000000042 | X | | | | Lavonne Lazarus | llazarus@aventuracctv.com |
| BCM Controls Corporation | PO-14-1080-OSD01-OSD10-00000000044 | | X | | | Steven Feinberg | feinbergs@bcmcontrols.com |
| CEIA USA Ltd. | PO-14-1080-OSD01-OSD10-00000000045 | X | | | | Luca Cacioli | sales@ceia-usa.com |
| Dugmore & Duncan, Inc. | PO-14-1080-OSD01-OSD10-00000000046 | | | | X | Skip Reid | skip@duqmore.com |
| Electrical Security Control Systems | PO-14-1080-OSD01-OSD10-00000000047 | X | X | | X | Ben Jacobellis | benny3@escsinc.com |
| ENE Systems | PO-14-1080-OSD01-OSD10-00000000048 | X | X | X | | Jill Murray | jmurray@enesystems.com |
| FTG Security (formerly Intelligent Systems & Controls Contractors, Inc.) | PO-14-1080-OSD01-OSD10-00000000095 | | X | | | Brian Ingalls | bingalls@isvscc.com |
| Galaxy Integrated Technologies | PO-14-1080-OSD01-OSD10-00000000054 | | X | | | John Gulezian | johnhg@galaxyintegrated.com |
| Go Technologies | PO-14-1080-OSD01-OSD10-00000000055 | X | X | | X | Michael Kotwicki | mike@gosecuritysolutions.com |



| Vendor | MBPO # | Category 1: Catalog Sales | Category 2: Security Equipment, Systems, and Related | Category 2A: Security Monitoring Services | Category 3: Locks, Accessories, and Related Equipment | Contact Name | Contact Email |
|--|--|------------------------------|--|--|---|---------------------------------|--|
| Graybar Electric Company Inc. | PO-14-1080-OSD01-OSD10-0000000057 | X | | | | Michael Teahan | michael.teahan@graybar.com |
| Industrial Video Control | PO-14-1080-OSD01-OSD10-0000000091 | X | | | | Shane Borman | sborman@ivcco.com |
| Integrated Security, Inc. | PO-14-1080-OSD01-OSD10-0000000093 | X | | | X | Bradford Dowdall | bdowdall@isi-security.com |
| Ironman Inc. | PO-14-1080-OSD01-OSD10-0000000097 | X | | | | James L. Hatch | ironman@ironmans.net |
| J&M Brown Company, Inc. (Spectrum Integrated Technologies) | PO-14-1080-OSD01-OSD10-0000000098 | | X | | | Steven A. Feldman | sfeldman@spectrumit.com |
| XXXXXXXXXXXXXXXXXXXX | PO-14-1080-OSD01-OSD10-0000000102 | | X | | | XXXXXXXXXXXXXXXXXXXX | XXXXXXXXXXXXXXXXXXXX |
| MEC Technologies LLC | PO-14-1080-OSD01-OSD10-0000000104 | | X | | | James Brookshire | jbrookshire@themecteam.com |
| Minuteman Security Technologies | PO-14-1080-OSD01-OSD10-0000000110 | | X | X | X | Joesph Lynch | jlynch@minutemanst.com |
| NET Technologies, Inc. | PO-14-1080-OSD01-OSD10-0000000111 | | X | | | Brian Sullivan | bsullivan@ntisys.com |
| Pasek Corporation | PO-14-1080-OSD01-OSD10-0000000112 | | | X | X | David Alessandrini | dalessandrini@pasek.com |
| Red Hawk Fire & Security, LLC | PO-14-1080-OSD01-OSD10-0000000115 | | X | | | Lisa Wallace | lisa.wallace@redhawkus.com |
| Setronics Corp | PO-14-1080-OSD01-OSD10-0000000117 | | X | | | Don Kwapien | dkwapien@setronics.com |
| Siemens Industry Inc. | PO-14-1080-OSD01-OSD10-0000000119 | | X | | | Jonathan Hipsh | jonathan.hipsh@siemens.com |

| Vendor | MBPO # | Category 1: Catalog Sales | Category 2: Security Equipment, Systems, and Related | Category 2A: Security Monitoring Services | Category 3: Locks, Accessories, and Related Equipment | Contact Name | Contact Email |
|---|------------------------------------|------------------------------|--|--|---|-----------------------|--|
| Signet Electronic Systems, Inc. | PO-14-1080-OSD01-OSD10-00000000121 | | X | | | Daniel Chauvin | daniel.chauvin@signetgroup.net |
| Stanley Convergent Security Solutions, Inc. | PO-14-1080-OSD01-OSD10-00000001405 | | X | X | | Charles Patsios | charles.patsios@sbdinc.com |
| Stone & Berg Company, Inc. | PO-14-1080-OSD01-OSD10-00000000123 | X | | | | Jennie Pagano | stoneandberg@aol.com |
| Sullivan and McLaughlin | PO-14-1080-OSD01-OSD10-00000000125 | | X | | | Will Bissonnette | wbissonnette@sullymac.com |
| Surveillance Specialties, Ltd. | PO-14-1080-OSD01-OSD10-00000000128 | | X | | X | Michael A. DeVita III | michael_devita3@securadync.com |
| Tyco Integrated Security LLC | PO-14-1080-OSD01-OSD10-00000000130 | X | X | X | | Kenneth Poole | kpoole@tyco.com |
| Valley Communications Systems, Inc. | PO-14-1080-OSD01-OSD10-00000000132 | | X | | | Ken MacLeod | kenm@valleycommunications.com |
| Wayne Alarm Systems, Inc. | PO-14-1080-OSD01-OSD10-00000000133 | | X | X | | Jeff Kahn | jkahn@waynealarm.com |



STANDARD CONTRACT AMENDMENT CITY OF BOSTON

Department: Mayor's Office of Emergency Management
Department Head: Rene Fielding, Director

Original Contract Details

| | |
|--|--|
| Description/Scope of Services: Maintenance on and enhancements to the Metro Boston Homeland Security Region's Critical Infrastructure Monitoring System (CIMS) camera network. | |
| Contract ID: 40555 | Procurement Type: MA State Contract FAC 64 |
| Vendor/Contractor Details | |
| Vendor Name: Lan-Tel Communications, Inc. | Vendor ID: 19146 |

Amendment Details

| | |
|--|--|
| Amendment Number: 1 | Amendment Version: 1 |
| Reason for Amendment: Allowing for additional time and funding to continue maintenance and enhancements to the system | |
| Amendment Amount: \$ 1,500,000 | |
| New Not To Exceed Amt: \$ 2,950,000 | Previous Not To Exceed Amt: \$ 1,450,000 |
| New End Date: 7/31/17 | Previous End Date: 7/31/16 |
| Begin Date: 3/5/15 | |
| Scope of Services Changes (Describe scope changes in detail. Attach additional pages if necessary): | |
| Unit prices remain the same or less. All other terms & conditions of the contract shall remain in full force and effect. | |

Contract Signatures

| AUDITING | CONTRACTOR | AWARDING AUTHORITY/OFFICIAL |
|--|---|---|
| APPROVED AS TO AVAILABILITY OF APPROPRIATION OR PURSUANT TO ARTICLE 12.2 OF THE GENERAL CONDITIONS | AGREES TO PROVIDE THE GOODS OR SERVICES AS INDICATED IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS. | THIS AMENDMENT IS NECESSARY TO FULFILL THE CITY'S NEEDS AND IS MORE ECONOMICAL AND PRACTICAL THAN AWARDED ANOTHER CONTRACT. |
| <i>RM</i> \$700,000 | | |
| SIGNATURE | SIGNATURE | SIGNATURE |
| 3/16/16 | President | 3/14/16 |
| DATE | TITLE | DATE |
| | 3/8/2016 | |
| | DATE | |

APPROVED:

APPROVED

ASSENTED TO (IF APPLICABLE):

MJ

Mayor

LAW DEPARTMENT

BY
EUGENE L. O'FLAHERTY
CORPORATION COUNSEL

3-30-16

By: Attorney-in-Fact
(Affix Surety Company Corporate Seal)



MAYOR'S OFFICE OF
EMERGENCY
MANAGEMENT
MARTIN J. WALSH
MAYOR



FOR LAW DEPARTMENT APPROVAL

Contract # 40555

March 14, 2016

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

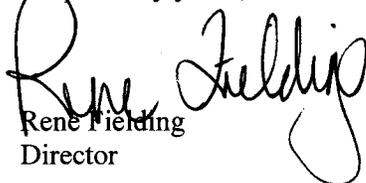
Dear Mr. Mayor,

On April 22, 2015 you approved the award of a contract to Lan-Tel Communications, Inc. of 1400 Providence Highway Building #2, Suite 2000, Norwood, MA 02062 to perform maintenance and enhancements to the Metro Boston Homeland Security Region's Critical Infrastructure Monitoring System (CIMS) camera network for the period of March 5, 2015 through July 31, 2016.

This contract is in compliance with the provisions of M.G.L. c. 30B because it involves a purchase from a vendor who has an annual contract with the Commonwealth of Massachusetts for the same items being purchased under this contract, which is available to all local governments in Massachusetts. The relevant provisions of the state contract number FAC64 are incorporated by reference into this contract. Lan-Tel Communications Inc. has agreed to furnish equipment and deployment services to the Office of Emergency Management at the same cost as provided under its original contract with the Commonwealth of Massachusetts.

Your Honor's permission is now requested to approve an amendment to this contract to allow for additional time and funding to continue the maintenance and upgrades to the system. The contract end date shall be extended to July 31, 2017. The amount of the amendment shall be \$1,500,000 (one million five-hundred thousand dollars). The contract, as amended, shall not exceed \$2,950,000 (two million nine-hundred and fifty thousand dollars) which I have determined to be reasonable.

Respectfully yours,


Rene Fielding
Director

APPROVED
LAW DEPARTMENT
BY _____
EUGENE L.O'FLAHERTY *EO*
CORPORATION COUNSEL

CERTIFICATE OF AUTHORITY
(For Corporations Only)

03/06/2016
(Current Date)

At a meeting of the Directors of the LAN-TEL Communications, Inc.
(Name of Corporation)
duly called and held at Norwood, MA
(Location of Meeting)
on the 6 day of March 2016 at which a quorum was present and acting,
it was VOTED, that Joseph H. Bodio
(Name)
the President/CEO of this corporation is hereby
(Position)
authorized and empowered to make, enter into, sign, seal and deliver in behalf of this corporation
a contract for Annual enhancements to the MBHSR CIMS camera system
(Describe Service)

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

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

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

Attest: *Christine M. McKeown*

(Affix Corporate Seal Here)

Kate Walczon
(Clerk) (Secretary) of the Corporation

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms or www.mass.gov/osd under OSD Forms.

| | |
|---|--|
| CONTRACTOR LEGAL NAME: LAN-TEL Communications, Inc. (and d/b/a): Legal Address: (W-9, W-4, T&C): 1400 Providence Highway, Norwood, MA 02062 Contract Manager: Kate Waldron E-Mail: kwaldron@lan-tel.com Phone: 781-352-4134 Fax: 781-551-8667 Contractor Vendor Code: VC6080177274 Vendor Code Address ID (e.g. "AD001"): AD (Note: The Address ID must be set up for EFT payments.) | COMMONWEALTH DEPARTMENT NAME: Operational Services Division MMARS Department Code: OSD Business Mailing Address: One Ashburton Place, Boston MA 02108 Billing Address: (if different): Contract Manager: Charles Plungie E-Mail: charles.plungie@state.ma.us Phone: 617-720-3313 Fax: 617-727-4527 MMARS Doc ID#: FAC64 RFR/Procurement or Other ID Number: FAC64 |
| <p style="text-align: center;">X NEW CONTRACT</p> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input checked="" type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget) | <p style="text-align: center;">CONTRACT AMENDMENT</p> Enter Current Contract End Date <u>Prior</u> to Amendment: <u>20</u> Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget) |
| The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR, and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services | |
| COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input checked="" type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended). <input type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract for new Total if Contract is being amended). \$ _____ | |
| PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u>2%</u> PPD; Payment issued within 15 days <u>1.5%</u> PPD; Payment issued within 20 days <u>1.25%</u> PPD; Payment issued within 30 days <u>1%</u> PPD. If PPD percentages are left blank, identify reason: <input type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (G.L. c. 28B § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.) | |
| BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) FAC64 Security, Surveillance, Monitoring and Access Control Systems | |
| ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and no obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and no obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations. | |
| CONTRACT END DATE: Contract performance shall terminate as of <u>May 31</u> , 20 <u>16</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments. | |
| CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract. | |
| AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>5-3-2015</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Joseph H. Boyle</u> Print Title: <u>Chief Executive Officer</u> | AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>5/28/15</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Kathleen Kelly</u> Print Title: <u>Director, Strategic Sourcing</u> |

JB
5/13/15



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on Comm-PASS, the Contract Manager must be listed on the Vendor Section tab.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc IDs.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, Identify multi-Department use in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) *See Amendments, Suspensions, and Termination Policy.)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. Amendment to Scope or Budget. Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an Interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly



posted.

CONTRACT END DATE

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9a Policy.

COMPENSATION

Identify if the Contract is a Rate Contract (with no stated Maximum Obligation) or a Maximum Obligation Contract (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant instalment, but subsequent periodic instalments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. Rubber stamps, typed or other images are not acceptable. Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". Rubber stamps, typed or other images are not accepted. The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. 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.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that 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.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 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.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 1417; G.L. c. 29, s. 29F; G.L. c. 30, § 39R; G.L. c. 149, § 27C; G.L. c. 149, § 44C; G.L. c. 149, § 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human and Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 86A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29 § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth 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. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TJR 05-11: New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal

services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth 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 G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with 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 the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department 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 Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 823; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act; Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP SmartBid subscription process at: www.comm-pass.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11, indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term



"other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29 s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed

to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively: "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A. **Executive Orders 523, 524 and 526.** Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. *Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.* Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. **Contract Effective Start Date.** Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. **Payments And Compensation.** The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. 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 State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. **Contractor Payment Mechanism.** All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. **Contract Termination Or Suspension.** A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor

failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. **Written Notice.** Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. **Confidentiality.** The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. **Record-keeping And Retention, Inspection Of Records.** The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. **Assignment.** The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. **Subcontracting By Contractor.** Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. **Affirmative Action, Non-Discrimination In Hiring And Employment.** The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. **Indemnification.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an



COMMONWEALTH TERMS AND CONDITIONS

opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to

appropriation and applicable law.

12. **Waivers.** 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.

13. **Risk Of Loss.** The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. **Forum, Choice of Law And Mediation.** Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. **Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration.** Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any

printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____

(signature)

Print Name: Joseph H. Bodio
Title: Chief Executive Officer _____

Date: 5-3-2013 _____

(Check One): Organization Individual

Full Legal Organization or Individual Name: LAN-TEL Communications, Inc.

Doing Business As: Name (If Different): _____

Tax Identification Number: 04-3141040

Address: 1400 Providence Highway, Norwood, MA 02062 _____

Telephone: 781-551-8599 FAX: 781-551-8667

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: **Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

OSD Procurement Schedule 02/01/2016 - 07/31/2016

| Contract Title | Document Number | Contract End Date Or Solicitation Start Date | Contact Person | e-mail | Comment |
|--|--------------------|--|-------------------|--|--|
| VEH84A - Vehicle Maintenance Management Services & Accident Subrogation Services | <u>VEH84A</u> | 04/30/2016 | Lisa Baker | Lisa.Baker@state.ma.us | Statewide Contract for Vehicle Maintenance Management Services & Accident Subrogation Services, VEH84A, will be extended through 10/31/2016. |
| FAC55designatedDEP Imprinted Plastic Trash Bags, Recycled | FAC55DesignatedDEP | 05/11/2016 | Dmitriy Nikolayev | Dmitriy.Nikolayev@state.ma.us | Statewide Contract FAC55designatedDEP Imprinted Plastic Trash Bags, Recycled, will be reviewed for rebid prior to contract expiration. |
| FAC64 - Security, Surveillance, Monitoring and Access Control Systems | <u>FAC64</u> | 05/31/2016 | Stephen Lyons | Steve.Lyons@state.ma.us | Statewide Contract for Security, Surveillance, Monitoring, and Access Control Systems, FAC64, will be renewed for 2 years (6/1/2016 - 5/31/2018). |
| ENE34 No.2 Heating Oil | <u>ENE34</u> | 05/31/2016 | Sara Urato | Sara.Urato@state.ma.us | Statewide Contract ENE34 No. 2 Heating Oil will be extended or rebid prior to contract expiration. |
| FAC78 Moving & State Surplus Disposal Services Statewide Contract | <u>FAC78</u> | 6/30/2016 | Katherine Morse | Katherine.morse@state.ma.us | Statewide Contract FAC78 Moving & State Surplus Disposal Services will be extended as an interim contract through 9/30/2016. |
| Baked Goods | <u>GRO33</u> | 06/30/2016 | Betty Fernandez | Betty.Fernandez@state.ma.us | Statewide Contract for Baked Goods, GRO33, will be renewed with current contractors through 06/30/2017. |
| ITS41DESIGNATEDITD IBM Software and Services | ITS41Designated | 06/30/2016 | Annmarie Kates | Annmarie.kates@state.ma.us | Statewide Contract ITS41DesignatedITD is being evaluated for extension or rebid prior to 6/30/2016. |

February 1, 2016



To learn how to use each Statewide Contract, [click here](#).

USER

FC

Search Results

Current Search Terms: lan-tel communications*

Your search for "lan-tel communications*" returned the following results...

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

| | | |
|--|-------------------------------------|------------------------------|
| Entity | Lan-Tel Communications, Inc. | Status: Active |
| DUNS: 808236327 | CAGE Code: 38WM0 | View Details |
| Has Active Exclusion?: No | DoDAAC: | |
| Expiration Date: 06/24/2016 | Delinquent Federal Debt? No | |
| Purpose of Registration: All Awards | | |

- Gk
- Sea
- Res
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- Excl
- Sea
- Filt
- By R
- Stati
- By
- Func
- Area
- Man.
- By
- Func
- Area
- Perf
- Infor

SAM | System for Award Management 1.0

IBM v1.P.46.20160226-1435

WWW7

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



USER NAME

Forgot

Entity Dashboard

- Entity Overview
- Entity Record
 - Core Data
 - Assertions
 - Reps & Certs
 - POCs
 - Reports
- Service Contract Report
- BioPreferred Report
 - Exclusions
 - Active Exclusions
 - Inactive Exclusions
- Excluded Family Members

RETURN TO SEARCH

Lan-Tel Communications, Inc.
DUNS: 808236327 CAGE Code: 38WM0
Status: Active

Expiration Date: 06/24/2016
Purpose of Registration: All Awar

Entity Overview

Entity Information

Name: Lan-Tel Communications, Inc.
Business Type: Business or Organization
POC Name: Kate Waldron
Registration Status: Active
Activation Date: 06/25/2015
Expiration Date: 06/24/2016

Exclusions

Active Exclusion Records? No



Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



STANDARD CONTRACT DOCUMENT
CITY OF BOSTON

(FORM CM 10)

CONTRACT ID: 40555

| | |
|--|--|
| Contractor Legal Name: LAN-TEL Communications, Inc. (and d/b/a): | City Department Name: Mayor's Office of Emergency Management |
| Contractor Address: 1400 Providence Highway Building #2, Suite 2000 Norwood, MA 02062 | Department Head: Rene Fielding, Director Mailing Address: 1 City Hall Plaza Room 204 Boston, MA 02201 |
| Contractor Vendor ID: 19146 | Billing Address (if different): |

| ACCOUNT | FUND | DEPT ID | PROGRAM | CLASS | PROJECT | BUD REF | FUNCTION | AMOUNT |
|---------|------|---------|---------|-------|----------|---------|----------|--------------|
| 52907 | 200 | 231100 | 508J | 2106 | HLS14002 | 2014 | | \$600,000.00 |
| 52907 | 200 | 231100 | 508J | 2106 | HLS15002 | 2015 | | \$850,000.00 |
| | | | | | | | | \$ |
| | | | | | | | | \$ |
| | | | | | | | | \$ |

Contract Details

Description/Scope of Services: (Attach supporting documentation)
Upgrades to the MBHSR CIMS camera system

Begin Date: 3/5/15

End Date: 7/31/16

Rate: \$

Not to Exceed Amount: \$1,450,000.00

(Attach details of all rates, units, and charges)

Contract Signatures

| AUDITOR | CONTRACTOR | AWARDING AUTHORITY/OFFICIAL |
|--|---|---|
| APPROVED AS TO AVAILABILITY OF APPROPRIATION OR PURSUANT TO ARTICLE 12.2 OF THE GENERAL CONDITIONS | AGREES TO PROVIDE THE GOODS OR SERVICES AS INDICATED IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS. | ATTACH APPROVED LETTER OF AWARD AND OTHER REQUIRED DOCUMENTS. |
| IN THE AMOUNT OF | | |
| <i>4M \$0</i> | SIGNATURE | SIGNATURE |
| | President/CEO | 4/22/15 |
| SIGNATURE | TITLE | DATE |
| 3/10/15 | 3/9/15 | |
| DATE | DATE | |



MAYOR'S OFFICE OF
EMERGENCY
MANAGEMENT

MARTIN J. WALSH
MAYOR



FOR LAW DEPARTMENT APPROVAL

Contract # 40555

March 9, 2015

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

Dear Mr. Mayor,

Your Honor's permission is requested to award a contract to LAN-TEL Communications, Inc. of 1400 Providence Highway Building #2, Suite 2000, Norwood, MA 02062 to service an upgrade to the Metro Boston Homeland Security Region's Critical Infrastructure Monitoring System for the period of March 5, 2015 through July 31, 2016.

This contract is in compliance with the provisions of M.G.L. c. 30B because it involves a purchase from a vendor who has an annual contract with the Commonwealth of Massachusetts for the same items being purchased under this contract, which is available to all local governments in Massachusetts. The relevant provisions of the state contract number FAC64 are incorporated by reference into this contract. Lan-Tel Communications Inc. has agreed to furnish equipment and deployment services to the Office of Emergency Management at the same cost as provided under its original contract with the Commonwealth of Massachusetts.

Compensation under this contract will not exceed one million four hundred fifty thousand dollars (\$1,450,000.00), which I have determined to be reasonable for the services to be provided.

Respectfully yours,

Rene Fielding
Rene Fielding
Director

APPROVED

Martin J. Walsh
Mayor of Boston

By *Martin J. Walsh*
in 4/22/15

APPROVED
LAW DEPARTMENT
BY *Eugene L. O'Flaherty* *(ams)*
EUGENE L. O'FLAHERTY
CORPORATION COUNSEL

| | | |
|------------------------------------|-------------------------------------|--------------------------------------|
| Business Unit: BOSTN | Requester: 121445 | Status: Approved |
| Requisition: 0000335863 | Requested By: Murphy, Andrew | Currency: USD |
| Requisition Name: CIMS FY15 | Entered Date: 3/14/16 | Requisition Total: 700,000.00 |
| Header Comments: | | |
| Attach to contract 40555 | | |

Line: 1 **Item Description:** Critical Infrastructure Monitoring System (CIMS) Maintenance and Enhancements FY15 **Quantity:** 1.0000 **UOM:** EA **Price:** 700,000.00 **Line Total:** 700,000.00
Line Status: Approved

Ship Line: 1 **Ship To:** 4480 **Address:** Mayor's Office of Emergency Preparedness-Homeland Secur
 Boston City Hall -Room 204
 One City Hall Plaza
 Boston MA 02201
 United States **Shipping Quantity:** 1.0000
Attention: Andrew Murphy-OEM **Due Date:** **Shipping Total:** 700,000.00

| Dist | Status | Location | Qty | PCT | Amount | GL Unit | Account |
|------|--------|----------|--------|--------|------------|---------|---------|
| 1 | Open | 4480 | 1.0000 | 100.00 | 700,000.00 | BOSTN | 52940 |

| Dept | Fund | Program | Class | Budget Ref |
|--------|------|---------|-------|------------|
| 231100 | 200 | 508J | 2106 | 2016 |

| Open QTY | Project | Open Amt |
|----------|----------|------------|
| 0.0000 | HLS16002 | 700000.000 |

| GL Base Amount | Currency | Sequence | Capitalize |
|----------------|----------|----------|------------|
| 700,000.00 | USD | 0 | N |



STANDARD CONTRACT AMENDMENT CITY OF BOSTON

Handwritten initials

Department: Mayor's Office of Emergency Management (OEM)
Department Head: Rene Fielding

Original Contract Details

| | |
|---|---|
| Description/Scope of Services: Maintenance on and enhancements to the Metro Boston Homeland Security Region's Critical Infrastructure Monitoring Systems (CIMS) camera network. | |
| Contract ID: 40555 | Procurement Type: MA State Contract FAC64 |
| Vendor/Contractor Details | |
| Vendor Name: Lan-Tel Communications, Inc. | Vendor ID: 19146 |

Amendment Details

| | |
|---|---|
| Amendment Number: 2 | Amendment Version: 2 |
| Reason for Amendment: Due to the availability of an extended grant performance period, an amendment is need to allow for additional time to continue maintenance and enhancements to the network. | |
| Amendment Amount: \$0 | |
| New Not To Exceed Amt: \$2,950,000 | Previous Not To Exceed Amt: \$2,950,000 |
| New End Date: 5/31/18 | Previous End Date: 7/31/17 |
| Begin Date: 3/5/15 | |
| Scope of Services Changes (Describe scope changes in detail. Attach additional pages if necessary): | |
| Unit prices remain the same or less. All other terms & conditions of the contract shall remain in full force and effect. | |

Contract Signatures

| AUDITING | CONTRACTOR | AWARDING AUTHORITY/OFFICIAL |
|--|---|---|
| APPROVED AS TO AVAILABILITY OF APPROPRIATION OR PURSUANT TO ARTICLE 12.2 OF THE GENERAL CONDITIONS | AGREES TO PROVIDE THE GOODS OR SERVICES AS INDICATED IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS. | THIS AMENDMENT IS NECESSARY TO FULFILL THE CITY'S NEEDS AND IS MORE ECONOMICAL AND PRACTICAL THAN AWARDED ANOTHER CONTRACT. |
| <i>Handwritten signature</i> | <i>Handwritten signature</i> | <i>Handwritten signature: Rene Fielding</i> |
| SIGNATURE | SIGNATURE | SIGNATURE |
| 2/22/17 | President/CEO | 3/2/17 |
| DATE | TITLE | DATE |
| | 2/3/2017 | |
| | DATE | |

APPROVED:

Handwritten signature: Martin J. Walsh 3/1/17
Mayor

ASSENTED TO (IF APPLICABLE):

3/13/17

Surety Company
By: Attorney-in-Fact

(Affix Surety Company Corporate Seal)



MAYOR'S OFFICE OF
EMERGENCY
MANAGEMENT
MARTIN J. WALSH
MAYOR



Contract # 40555

February 8, 2017

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

Dear Mr. Mayor,

On March 24, 2016 you approved the amendment of a contract you awarded to Lan-Tel Communications, Inc. of 1400 Providence Highway Building #2, Suite 2000, Norwood, MA 02062 to perform maintenance and enhancements to the Metro Boston Homeland Security Region's Critical Infrastructure Monitoring System (CIMS) camera network for the period of March 5, 2015 through July 31, 2017.

This contract is in compliance with the provisions of M.G.L. c. 30B because it involves a purchase from a vendor who has an annual contract with the Commonwealth of Massachusetts for the same items being purchased under this contract, which is available to all local governments in Massachusetts. The relevant provisions of the state contract number FAC64 are incorporated by reference into this contract. Lan-Tel Communications Inc. has agreed to furnish equipment and deployment services to the Office of Emergency Management at the same cost as provided under its original contract with the Commonwealth of Massachusetts.

Your Honor's permission is now requested to approve an amendment to this contract to allow for additional time to continue the maintenance and upgrades to the system. The contract end date shall be extended to May 31, 2018. The contract shall not exceed \$2,950,000 (two million nine-hundred and fifty thousand dollars) which I have determined to be reasonable.

Respectfully yours,

Rene Fielding
Director

CERTIFICATE OF AUTHORITY
(For Corporations Only)

February 3, 2017
(Current Date)

At a meeting of the Directors of the LAN-TEL Communications, Inc.
(Name of Corporation)
duly called and held at 1400 Providence Highway, Suite 3100, Norwood, MA 02062
(Location of Meeting)
on the 2nd day of February 2017 at which a quorum was present and acting,
it was VOTED, that Joseph H. Bodio
(Name)
the President/CEO of this corporation is hereby
(Position)
authorized and empowered to make, enter into, sign, seal and deliver in behalf of this corporation
a contract for Maintenance on and enhancmeents to the Metro Boston Homeland Security Region's Critical
(Describe Service)
Infrastructure Monitorring Systems (CIMS) camera network.

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

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

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

Attest:

(Affix Corporate Seal Here)

Kate Walbran
(Clerk) (Secretary) of the Corporation



FAC64 Contract User Guide

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

| | |
|--------------------------------|---|
| Contract #: FAC64 | Contract Duration: 06/01/2013 – 5/31/2018 |
| MMARS #: FAC64* | Options to Renew: One option for 2-year renewal |
| Contract Manager: | Stephen Lyons – 617-720-3373 steve.lyons@state.ma.us |
| This contract contains: | Small Business Purchasing Program (SBPP), Prompt Payment Discounts (PPD), and Supplier Diversity Office (SDO) Contractors |
| UNSPSC: | 46-17-00 |
| Last change date: | January 19, 2017 |

Table of Contents

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|---|---|
| <u>Contract Summary</u> | <u>Where to Obtain Contract Information</u> |
| <u>Compliance with Construction Law</u> | <u>How to Place an Order in COMMBUYS</u> |
| <u>Pricing</u> | <u>Contractor Requirements</u> |
| <u>Quoting</u> | <u>Contractor Table</u> |



Contract Summary

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

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

Who Can Use This Contract?

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

Eligible Entities:

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

Benefits and Cost Savings

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



OPERATIONAL SERVICES DIVISION

| Contractor | MBPO | Categories | | | | Contact | Phone | Email |
|---|------------------------------------|------------|---|----|---|-----------------------|-----------------------|--|
| | | 1 | 2 | 2A | 3 | | | |
| (J&M Brown Company, Inc.) Spectrum Integrated Technologies | PO-14-1080-OSD01-OSD10-0000000098 | | X | | | Steven A. Feldman | 617-522-8800 | sfeldman@spectrumit.com |
| Lan-Tel Communications, Inc. | PO-14-1080-OSD01-OSD10-0000000102 | | X | | | Kate Waldron | 781-551-8599 | kwaldron@lan-tel.com |
| MEC Technologies LLC | PO-14-1080-OSD01-OSD10-0000000104 | | X | | | James Brookshire | 978-935-3118 | jbrookshire@themecteam.com |
| Minuteman Security Technologies | PO-14-1080-OSD01-OSD10-0000000110 | | X | X | X | Joseph Lynch | 978-783-0018 | jlynch@minutemanst.com |
| NET Technologies, Inc. | PO-14-1080-OSD01-OSD10-0000000111 | | X | | | Steven Capolupo | 978-517-4123 | scapolupo@ntisys.com |
| Pasek Corporation | PO-14-1080-OSD01-OSD10-0000000112 | | | X | X | David Alessandrini | 617-269-7110 | dalessandrini@pasek.com |
| Red Hawk Fire & Security, LLC | PO-14-1080-OSD01-OSD10-0000000115 | | X | | | Lisa Wallace | 508-967-1616 | lisa.wallace@redhawkus.com |
| Setronics Corp | PO-14-1080-OSD01-OSD10-0000000117 | | X | | | Greg Riedel | 978-671-5450 | griedel@setronics.com |
| Siemens Industry Inc. | PO-14-1080-OSD01-OSD10-0000000119 | | X | | | Jonathan Hipsh | 857-205-7598 | jonathan.hipsh@siemens.com |
| Signet Electronic Systems, Inc. | PO-14-1080-OSD01-OSD10-0000000121 | | X | | | Daniel Chauvin | 781-871-5888 | daniel.chauvin@signetgroup.net |
| Stanley Convergent Security Solutions, Inc. | PO-14-1080-OSD01-OSD10-00000001405 | | X | X | | Jennifer Miller | 317-703-1510 | jennifer.miller@sbdinc.com |
| Stone & Berg Company, Inc. | PO-14-1080-OSD01-OSD10-0000000123 | X | | | | Jennie Pagano | 508-753-3551 | stoneandberg@aol.com |
| Sullivan and McLaughlin | PO-14-1080-OSD01-OSD10-0000000125 | | X | | | Will Bissonnette | 617-474-0500 ext. 259 | wbissonnette@sullymac.com |
| Surveillance Specialties, Ltd. | PO-14-1080-OSD01-OSD10-0000000128 | | X | | X | Michael A. DeVita III | 781-760-5148 | michael.devita3@securadyne.com |
| Tyco Integrated Security LLC | PO-14-1080-OSD01-OSD10-0000000130 | X | X | X | | Kenneth Poole | 781-355-5620 | kpoole@tyco.com |
| Valley Communications Systems, Inc. | PO-14-1080-OSD01-OSD10-0000000132 | | X | | | Ken MacLeod | 413-592-4136 | kenm@valleycommunications.com |
| Wayne Alarm Systems, Inc. | PO-14-1080-OSD01-OSD10-0000000133 | | X | X | | Jeff Kahn | 781-595-0000 | jkahn@waynealarm.com |



Compliance with Construction Law

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

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

MGL Title XXI, Chapter 149, Section 27D

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

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

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

Prevailing Wage

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

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

Prevailing Wage Schedules

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

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



Pricing

Equipment, Materials and Supplies

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

Price Files/Discount Rates

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

Labor Rates

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

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

Referencing the Statewide Contract

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



Quoting

Multiple Quotes for Construction

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

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

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

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

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

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

Quotes NOT Including Construction

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

Quotes for Catalog Sales in Category 1 or Category 3

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

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



Where to Obtain Important Contract Information

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

How to find FAC64 MBPOs in COMMBUYS from Public View:

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

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

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

OR

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

Category MBPOs

Each category MBPO is setup to allow buyers to solicit quotes from multiple vendors within the category. Buyers need to be logged into COMMBUYS to utilize the solicitation enabled feature.

Direct links to the public view of each MBPO are available below.

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



How to place an order in COMMBUYS:

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

COMMBUYS Line Items

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

COMMBUYS Solicitation Enabled MBPOs

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

Updated COMMBUYS Line Items (October 2016)

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

How to search for FAC64 products in COMMBUYS:

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

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

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

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

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

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

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



Statement of Work

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

Important Elements of the Statement of Work:

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



Contractor Requirements

No surcharges

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

No pre-payments

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

Delivery

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

Negotiation

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

Pre-Installation

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

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



Installation

Compliance with Regulatory Requirements

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

Cabling and Cable Associated Hardware

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

Labels with Warranty Period

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

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

Post-Installation

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

Anticipated Service Disruption

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



Training and Training Materials

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

Software Licenses

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

Service Maintenance Plans

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

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

Product Warranty

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



Strategic Sourcing Services Team (SSST)

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



Contractor Table

| Contractor | MBPO | Categories | | | | Contact | Phone | Email |
|-------------------------------------|------------------------------------|------------|---|----|---|----------------------|------------------------|--|
| | | 1 | 2 | 2A | 3 | | | |
| Access Control Systems Inc. | PO-14-1080-OSD01-OSD10-00000000037 | | X | | | Charles R. Patterson | 603-249-9820 | charlie@a-c-s.biz |
| Advanced Alarm Systems Inc. | PO-14-1080-OSD01-OSD10-00000000039 | | X | X | | Kevin C Fitzpatrick | 508-726-4565 | kevin@80044alarm.com |
| American Alarm | PO-14-1080-OSD01-OSD10-00000000040 | | X | X | X | Larry Movsessian | 781-859-2055 | Lmovsessian@americanalarm.com |
| Autoclear LLC | PO-14-1080-OSD01-OSD10-00000000041 | X | | | | Alan Martin | 973-826-0504 | alanm@a-clear.com |
| Aventura | PO-14-1080-OSD01-OSD10-00000000042 | X | | | | Lavonne Lazarus | 631-300-4000 ext. 7125 | llazarus@aventuracctv.com |
| BCM Controls Corporation | PO-14-1080-OSD01-OSD10-00000000044 | | X | | | Steven Feinberg | 781-933-8878 | feinbergs@bcmcontrols.com |
| CEIA USA Ltd. | PO-14-1080-OSD01-OSD10-00000000045 | X | | | | Luca Cacioli | 330-405-3190 | sales@ceia-usa.com |
| Dugmore & Duncan, Inc. | PO-14-1080-OSD01-OSD10-00000000046 | | | | X | Skip Reid | 339-788-2019 | skip@dugmore.com |
| Electronic Security Control Systems | PO-14-1080-OSD01-OSD10-00000000047 | X | X | | X | Ben Jacobellis | 781-271-0830 | benny3@escsinc.com |
| ENE Systems | PO-14-1080-OSD01-OSD10-00000000048 | X | X | X | | Jill Murray | 781-828-6770 | jmurray@enesystems.com |
| FTG Security | PO-14-1080-OSD01-OSD10-00000000095 | | X | | | Brian Ingalls | 339-502-6619 | bingalls@isyscc.com |
| Galaxy Integrated Technologies | PO-14-1080-OSD01-OSD10-00000000054 | | X | | | John Gulezian | 617-202-6388 | johnng@galaxyintegrated.com |
| Go Technologies | PO-14-1080-OSD01-OSD10-00000000055 | X | X | | X | Michael Kotwicki | 508-881-2077 | mike@gosecuritysolutions.com |
| Graybar Electric Company Inc. | PO-14-1080-OSD01-OSD10-00000000057 | X | | | | Michael Teahan | 617-721-4041 | michael.teahan@graybar.com |
| Industrial Video Control | PO-14-1080-OSD01-OSD10-00000000091 | X | | | | Ric Bonnell | 617-467-3059 ext. 103 | rbonnell@ivcco.com |
| Integrated Security, Inc. | PO-14-1080-OSD01-OSD10-00000000093 | X | | | X | Bradford Dowdall | 508-623-1413 | bdowdall@isi-security.com |
| Ironman Inc. | PO-14-1080-OSD01-OSD10-00000000097 | X | | | | James L. Hatch | 989-386-8975 | ironman@ironmans.net |

LOGOUT

Search Results

Current Search Terms: lan-tel communications* inc.*

Your search for ""lan-tel"communications* inc.*" returned the following results...

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Glossary

| | | | |
|-------------------------------------|------------------------------|----------------|------------------------------|
| Entity | Lan-Tel Communications, Inc. | Status: Active | View Details |
| DUNS: 808236327 | CAGE Code: 38WM0 | | |
| Has Active Exclusion?: No | DoDAAC: | | |
| Expiration Date: 04/25/2017 | Delinquent Federal Debt? No | | |
| Purpose of Registration: All Awards | | | |

[Search](#)

[Results](#)

Entity

Exclusion

[Search](#)

[Filters](#)

By Record

Status

By Record

Type

SAM | System for Award Management 1.0

IBM v1.P.60.20161222-1237

WWW3

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.





STANDARD CONTRACT AMENDMENT CITY OF BOSTON

Department: Mayor's Office of Emergency Management
Department Head: Rene Fielding, Director

Original Contract Details

| | |
|--|--|
| Description/Scope of Services: Maintenance on and enhancements to the Metro Boston Homeland Security Region's Critical Infrastructure Monitoring System (CIMS) camera network. | |
| Contract ID: 40555 | Procurement Type: MA State Contract FAC 64 |
| Vendor/Contractor Details | |
| Vendor Name: Lan-Tel Communications, Inc. | Vendor ID: 19146 |

Amendment Details

| | |
|--|---|
| Amendment Number: 1 | Amendment Version: 1 |
| Reason for Amendment: Allowing for additional time and funding to continue maintenance and enhancements to the system | |
| Amendment Amount: \$1,500,000 | |
| New Not To Exceed Amt: \$2,950,000 | Previous Not To Exceed Amt: \$1,450,000 |
| New End Date: 7/31/17 | Previous End Date: 7/31/16 |
| Begin Date: 3/5/15 | |
| Scope of Services Changes (Describe scope changes in detail. Attach additional pages if necessary): | |
| Unit prices remain the same or less. All other terms & conditions of the contract shall remain in full force and effect. | |

Contract Signatures

| AUDITING | CONTRACTOR | AWARDING AUTHORITY/OFFICIAL |
|--|---|---|
| APPROVED AS TO AVAILABILITY OF APPROPRIATION OR PURSUANT TO ARTICLE 12.2 OF THE GENERAL CONDITIONS | AGREES TO PROVIDE THE GOODS OR SERVICES AS INDICATED IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS. | THIS AMENDMENT IS NECESSARY TO FULFILL THE CITY'S NEEDS AND IS MORE ECONOMICAL AND PRACTICAL THAN AWARDED ANOTHER CONTRACT. |
| AM \$100,000- | | |
| | | |
| SIGNATURE | SIGNATURE | SIGNATURE |
| 3/16/16 | President | 3/14/16 |
| DATE | TITLE | DATE |
| | 3/8/2016 | |
| | DATE | |

APPROVED:

APPROVED

ASSENTED TO (IF APPLICABLE):

LAW DEPARTMENT

Mayor
3/24/16

BY
EUGENE L. O'FLAHERTY
CORPORATION COUNSEL

Surety Company:
By: Attorney-in-Fact

(Affix Surety Company Corporate Seal)



MAYOR'S OFFICE OF
EMERGENCY
MANAGEMENT
MARTIN J. WALSH
MAYOR



FOR LAW DEPARTMENT APPROVAL

Contract # 40555

March 14, 2016

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

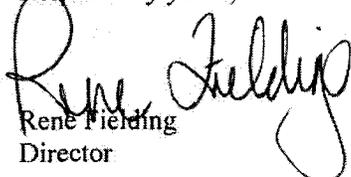
Dear Mr. Mayor,

On April 22, 2015 you approved the award of a contract to Lan-Tel Communications, Inc. of 1400 Providence Highway Building #2, Suite 2000, Norwood, MA 02062 to perform maintenance and enhancements to the Metro Boston Homeland Security Region's Critical Infrastructure Monitoring System (CIMS) camera network for the period of March 5, 2015 through July 31, 2016.

This contract is in compliance with the provisions of M.G.L. c. 30B because it involves a purchase from a vendor who has an annual contract with the Commonwealth of Massachusetts for the same items being purchased under this contract, which is available to all local governments in Massachusetts. The relevant provisions of the state contract number FAC64 are incorporated by reference into this contract. Lan-Tel Communications Inc. has agreed to furnish equipment and deployment services to the Office of Emergency Management at the same cost as provided under its original contract with the Commonwealth of Massachusetts.

Your Honor's permission is now requested to approve an amendment to this contract to allow for additional time and funding to continue the maintenance and upgrades to the system. The contract end date shall be extended to July 31, 2017. The amount of the amendment shall be \$1,500,000 (one million five-hundred thousand dollars). The contract, as amended, shall not exceed \$2,950,000 (two million nine-hundred and fifty thousand dollars) which I have determined to be reasonable.

Respectfully yours,


Rene Fielding
Director

APPROVED
LAW DEPARTMENT
BY _____
EUGENE L. O'FLAHERTY 
CORPORATION COUNSEL

CERTIFICATE OF AUTHORITY
(For Corporations Only)

03/06/2016

(Current Date)

At a meeting of the Directors of the LAN-TEL Communications, Inc.
 (Name of Corporation)
 duly called and held at Norwood, MA
 (Location of Meeting)
 on the 6 day of March 2016 at which a quorum was present and acting,
 it was VOTED, that Joseph H. Bodio
 (Name)
 the President/CEO of this corporation is hereby
 (Position)
 authorized and empowered to make, enter into, sign, seal and deliver in behalf of this corporation
 a contract for Annual enhancements to the MBHSR CIMS camera system
 (Describe Service)

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

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

Joseph H. Bodio

(Name)

is the duly elected President/CEO of this

(Position)

corporation.

Attest Christine M. McKeown

(Affix Corporate Seal Here)

Kate Walczon

(Clerk) (Secretary) of the Corporation

COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (AEF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/oa3 under Guidance For Vendors - Forms or www.mass.gov/oa3 under OSD Forms.

| | | | |
|--|--------------------------|---|--------------------------|
| CONTRACTOR LEGAL NAME: LAN-TEL Communications, Inc. (and d/b/a): | | COMMONWEALTH DEPARTMENT NAME: Operational Services Division MMARS Department Code: OSD | |
| Legal Address: (W-9, W-4,T&C): 1400 Providence Highway, Norwood, MA 02062 | | Business Mailing Address: One Ashburton Place, Boston MA 02108 | |
| Contract Manager: Kate Waldron | | Billing Address: (if different): | |
| E-Mail: kwaldron@lan-tel.com | | Contract Manager: Charles Plungis | |
| Phone: 781-352-4134 | Fax: 781-551-8667 | E-Mail: charles.plungis@state.ma.us | |
| Contractor Vendor Code: VC6000477274 | | Phone: 617-720-8313 | Fax: 617-727-4527 |
| Vendor Code Address ID (e.g. "AD001"): AD | | MMARS Doc ID: FAC64 | |
| (Note: The Address ID must be set up for EFT payments.) | | RFR/Procurement or Other ID Number: FAC64 | |
| X NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input checked="" type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (Includes State or Federal grants <u>815 CMR 2.00</u>) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Legislative/Legal or Other (Attach authorizing language/justification, scope and budget) | | CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: <u>20</u> Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other (Attach authorizing language/justification and updated scope and budget) | |
| The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services | | | |
| COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input checked="" type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract for new Total if Contract is being amended). \$ _____ | | | |
| PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u>2%</u> PPD; Payment issued within 15 days <u>1.5%</u> PPD; Payment issued within 20 days <u>1%</u> PPD; Payment issued within 30 days <u>0%</u> PPD. If PPD percentages are left blank, identify reason: <input type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (O.L.C. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.) | | | |
| BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) FAC64 Security, Surveillance, Monitoring and Access Control Systems | | | |
| ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 2. may be incurred as of <u>20</u> , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 3. were incurred as of <u>20</u> , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments; and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations. | | | |
| CONTRACT END DATE: Contract performance shall terminate as of <u>May 31</u> , <u>2016</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments. | | | |
| CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , the Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract. | | | |
| AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>5-3-2013</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Joseph H. Bodle</u> Print Title: <u>Chief Executive Officer</u> | | AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>5/3/13</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Kathleen Reilly</u> Print Title: <u>Director, Strategic Sourcing</u> | |

JB
5/3/13



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on Comm-PASS, the Contract Manager must be listed on the Vendor Section tab.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department): Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD: Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement: Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract: Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee: Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other: Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) *See Amendments, Suspensions, and Termination Policy.)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. Amendment to Scope or Budget. Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts: Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an Interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee: Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other: Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly

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posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

Identify if the Contract is a Rate Contract (with no stated Maximum Obligation) or a Maximum Obligation Contract (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contract rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, §9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, §9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. Rubber stamps, typed or other images are not acceptable. Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". Rubber stamps, typed or other images are not accepted. The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. 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.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that 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.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 196 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment

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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.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F; G.L. c. 30, § 39R; G.L. c. 149, § 27C; G.L. c. 149, § 44C; G.L. c. 149, § 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29 § 28, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth 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. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 82C, G.L. c. 82C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11: New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal

services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth 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 G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with 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 the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department 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 Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth, and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sec. II, Part II, s. 265 (Telecommunication Act); Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP SmartBid subscription process at: www.comm-pass.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11, Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term

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"other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481, Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract, that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

Executive Order 130, Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3); (4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346, Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law G.L. c. 288A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed

to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444, Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504, Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 68A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"); (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 68A, Executive Orders 523, 524 and 526, Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478), Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390), Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. *Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.* Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. 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 State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. Contractor Payment Mechanism. All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor

failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. Confidentiality. The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention, Inspection Of Records. The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. Assignment. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an



COMMONWEALTH TERMS AND CONDITIONS

opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to

appropriation and applicable law.

12. **Waivers.** 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.

13. **Risk Of Loss.** The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. **Forum Choice of Law And Mediation.** Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. **Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration.** Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any

printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____

(signature)

Print Name: Joseph H. Bodio

Title: Chief Executive Officer _____

Date: _____

5-3-2017

(Check One): Organization

Individual

Full Legal Organization or Individual Name: LAN-TEL Communications, Inc.

Doing Business As: Name (If Different): _____

Tax Identification Number: 04-3141040

Address: 1400 Providence Highway, Norwood, MA 02062 _____

Telephone: 781-551-8599 FAX: 781-551-8667

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: **Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

OSD Procurement Schedule 02/01/2016 - 07/31/2016

| Contract Title | Document Number | Contract End Date Or Solicitation Start Date | Contact Person | e-mail | Comment |
|--|------------------------|--|-------------------|--|---|
| VEH84A - Vehicle Maintenance Management Services & Accident Subrogation Services | VEH84A | 04/30/2016 | Lisa Baker | Lisa.Baker@state.ma.us | Statewide Contract for Vehicle Maintenance Management Services & Accident Subrogation Services, VEH84A, will be extended through 10/31/2016. |
| FAC55designatedDEP Imprinted Plastic Trash Bags, Recycled | FAC55DesignatedDEP | 05/11/2016 | Dmitriy Nikolayev | Dmitriy.Nikolayev@state.ma.us | Statewide Contract FAC55designatedDEP Imprinted Plastic Trash Bags, Recycled, will be reviewed for rebid prior to contract expiration. |
| FAC64 - Security, Surveillance, Monitoring and Access Control Systems | FAC64 | 05/31/2016 | Stephen Lyons | Steve.Lyons@state.ma.us | Statewide Contract for Security, Surveillance, Monitoring, and Access Control Systems, FAC64, will be renewed for 2 years (6/1/2016 - 5/31/2018). |
| ENE34 No.2 Heating Oil | ENE34 | 05/31/2016 | Sara Urato | Sara.Urato@state.ma.us | Statewide Contract ENE34 No. 2 Heating Oil will be extended or rebid prior to contract expiration. |
| FAC78 Moving & State Surplus Disposal Services Statewide Contract | FAC78 | 6/30/2016 | Katherine Morse | Katherine.morse@state.ma.us | Statewide Contract FAC78 Moving & State Surplus Disposal Services will be extended as an interim contract through 9/30/2016. |
| Baked Goods | GRO33 | 06/30/2016 | Betty Fernandez | Betty.Fernandez@state.ma.us | Statewide Contract for Baked Goods, GRO33, will be renewed with current contractors through 06/30/2017. |
| ITS41DESIGNATEDITD IBM Software and Services | ITS41Designated | 06/30/2016 | Annmarie Kates | Annmarie.kates@state.ma.us | Statewide Contract ITS41DesignatedITD is being evaluated for extension or rebid prior to 6/30/2016. |

February 1, 2016



To learn how to use each Statewide Contract, [click here](#).

USER

Fr

Search Results

Current Search Terms: lan-tel communications*

Your search for "lan-tel communications*" returned the following results...

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

| | | |
|-------------------------------------|------------------------------|------------------------------|
| Entity | Lan-Tel Communications, Inc. | Status: Active (+) |
| DUNS: 808236327 | CAGE Code: 38WMO | View Details |
| Has Active Exclusion?: No | DoDAAC: | |
| Expiration Date: 06/24/2016 | Delinquent Federal Debt? No | |
| Purpose of Registration: All Awards | | |

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SAM | System for Award Management 1.0

IBM v1.P.46.20160226-1435

WWW7

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



USER NAME

Forgot

Entity Dashboard

- Entity Overview
- Entity Record
 - Core Data
 - Assertions
 - Reps & Certs
 - POCs
 - Reports
- Service Contract Report
- BioPreferred Report
 - Exclusions
 - Active Exclusions
 - Inactive Exclusions
- Excluded Family Members

RETURN TO SEARCH

Lan-Tel Communications, Inc.
 DUNS: 808236327 CAGE Code: 38WM0
 Status: Active

Expiration Date: 06/24/2016
 Purpose of Registration: All Award

Entity Overview

Entity Information

Name: Lan-Tel Communications, Inc.
Business Type: Business or Organization
POC Name: Kate Waldron
Registration Status: Active
Activation Date: 06/25/2015
Expiration Date: 06/24/2016

Exclusions

Active Exclusion Records? No



Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



STANDARD CONTRACT DOCUMENT
CITY OF BOSTON

(FORM CM 19)

Original Award

CONTRACT ID: 40555

| | |
|--|--|
| Contractor Legal Name: LAN-TEL Communications, Inc. (and d/b/a): | City Department Name: Mayor's Office of Emergency Management |
| Contractor Address: 1400 Providence Highway Building #2, Suite 2000 Norwood, MA 02062 | Department Head: Rene Fielding, Director Mailing Address: 1 City Hall Plaza Room 204 Boston, MA 02201 |
| Contractor Vendor ID: 19146 | Billing Address (if different): |

| ACCOUNT | FUND | DEPT ID | PROGRAM | CLASS | PROJECT | BUD REF | FUNCTION | AMOUNT |
|---------|------|---------|---------|-------|----------|---------|----------|--------------|
| 52907 | 200 | 231100 | 508J | 2106 | HLS14002 | 2014 | | \$600,000.00 |
| 52907 | 200 | 231100 | 508J | 2106 | HLS15002 | 2015 | | \$850,000.00 |
| | | | | | | | | \$ |
| | | | | | | | | \$ |
| | | | | | | | | \$ |

Contract Details

Description/Scope of Services: (Attach supporting documentation)
Upgrades to the MBHSR CIMS camera system

Begin Date: 3/5/15

End Date: 7/31/16

Rate: \$

Not to Exceed Amount: \$ 1,450,000.00

(Attach details of all rates, units, and charges)

Contract Signatures

| AUDITOR | CONTRACTOR | AWARDING AUTHORITY/OFFICIAL |
|--|---|---|
| APPROVED AS TO AVAILABILITY OF APPROPRIATION OR PURSUANT TO ARTICLE 12.2 OF THE GENERAL CONDITIONS | AGREES TO PROVIDE THE GOODS OR SERVICES AS INDICATED IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS. | ATTACH APPROVED LETTER OF AWARD AND OTHER REQUIRED DOCUMENTS. |
| IN THE AMOUNT OF | <i>[Signature]</i> | <i>[Signature]</i> |
| <i>4M \$0</i> | SIGNATURE | SIGNATURE |
| <i>[Signature]</i> | TITLE | DATE |
| SIGNATURE | President/CEO | 4/22/15 |
| DATE | DATE | |
| 3/10/15 | 3/9/15 | |



Mayor's Office of
EMERGENCY
MANAGEMENT

Martin J. Walsh



METRO BOSTON
HOMELAND
SECURITY

FOR LAW DEPARTMENT APPROVAL

March 9, 2015

Contract # 40555

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

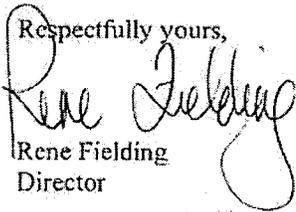
Dear Mr. Mayor,

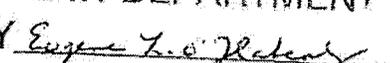
Your Honor's permission is requested to award a contract to LAN-TEL Communications, Inc. of 1400 Providence Highway Building #2, Suite 2000, Norwood, MA 02062 to service an upgrade to the Metro Boston Homeland Security Region's Critical Infrastructure Monitoring System for the period of March 5, 2015 through July 31, 2016.

This contract is in compliance with the provisions of M.G.L. c. 30B because it involves a purchase from a vendor who has an annual contract with the Commonwealth of Massachusetts for the same items being purchased under this contract, which is available to all local governments in Massachusetts. The relevant provisions of the state contract number FAC64 are incorporated by reference into this contract. Lan-Tel Communications Inc. has agreed to furnish equipment and deployment services to the Office of Emergency Management at the same cost as provided under its original contract with the Commonwealth of Massachusetts.

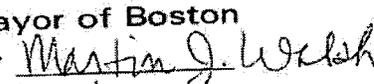
Compensation under this contract will not exceed one million four hundred fifty thousand dollars (\$1,450,000.00), which I have determined to be reasonable for the services to be provided.

Respectfully yours,


Rene Fielding
Director

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

APPROVED

Martin J. Walsh
Mayor of Boston
By 
4/22/15

CERTIFICATE OF AUTHORITY
(For Corporations Only)

03/06/2015
(Current Date)

At a meeting of the Directors of the LAN-TEL Communications, Inc.
(Name of Corporation)
duly called and held at 1400 Providence Highway, Norwood, MA 02062
(Location of Meeting)
on the 6th day of March 2015 at which a quorum was present and acting,
it was VOTED, that Joseph H. Bodio
(Name)
the President/CEO of this corporation is hereby
(Position)
authorized and empowered to make, enter into, sign, seal and deliver in behalf of this corporation
a contract for Annual enhancements to the MBHSR CIMS camera system
(Describe Service)

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

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

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

Attest:

(Affix Corporate Seal Here)

Kate Waldron
(Clerk) (Secretary) of the Corporation

| | | |
|---|-------------------------------------|--------------------------------------|
| Business Unit: BOSTN | Requester: 121445 | Status: Approved |
| Requisition: 0000335863 | Requested By: Murphy, Andrew | Currency: USD |
| Requisition Name: CIMS FY15 | Entered Date: 3/14/16 | Requisition Total: 700,000.00 |
| Header Comments: Attach to contract 40555 | | |

Line: 1 **Item Description:** Critical Infrastructure Monitoring System **Quantity:** 1.0000 **UOM:** EA **Price:** 700,000.00 **Line Total:** 700,000.00
 (CIMS) Maintenance and Enhancements FY15 **Line Status:** Approved

Ship Line: 1 **Ship To:** 4480 **Address:** **Shipping Quantity:** 1.0000
Attention: Andrew Murphy-OEM **Due Date:** Mayor's Office of Emergency **Shipping Total:** 700,000.00
 Preparedness-Homeland Secur
 Boston City Hall -Room 204
 One City Hall Plaza
 Boston MA 02201
 United States

| Dist | Status | Location | Qty | PCT | Amount | GL Unit | Account |
|------|--------|----------|--------|--------|------------|---------|---------|
| 1 | Open | 4480 | 1.0000 | 100.00 | 700,000.00 | BOSTN | 52940 |

| Dept | Fund | Program | Class | Budget Ref |
|--------|------|---------|-------|------------|
| 231100 | 200 | 508J | 2106 | 2016 |

| Open QTY | Project | Open Amt |
|----------|----------|------------|
| 0.0000 | HLS16002 | 700000.000 |

| GL Base Amount | Currency | Sequence | Capitalize |
|----------------|----------|----------|------------|
| 700,000.00 | USD | 0 | N |



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

MAYOR'S OFFICE OF EMERGENCY
PREPAREDNESS-HOMELAND SECURITY
BOSTON CITY HALL-ROOM204
ONE CITY HALL PLAZA
BOSTON, MA 02201

INVOICE ID: 9917575
DRAW ID: 4
DATE: April 30, 2018

APPROVED AS ORIGINAL

[Handwritten signature] 6/7/18

SALESPERSON:

CONTRACT ID: 18-5901-35
CIMS MAINTENANCE 2017 2018
LOCATION:

CUSTOMER ID: DOINNOV
PO #: 686927
Terms: Net 0

PO 0000686927 CONTRACT ID 43933

WORK PERFORMED FOR CITY OF BOSTON CONTRACT # BOSTN-00006558731 & BOSTN-000066207

BILLING FOR APRIL 2018

PROJECT MANAGEMENT: \$ 1,568.00
FIELD LABOR: 35,071.00
MATERIAL: 0.00

AMOUNT DUE: \$ 36,639.00

ATTN: ACCOUNTS PAYABLE

AMOUNT DUE THIS INVOICE

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

\$36,639.00

*OK TO PAY
NA 6/7/18*

0.00 *

1,568.00 +
35,071.00 +

U16-2.2 CIMS Maintenance

April Labor Totals

| Labor Type | Hours | Total |
|--|--------------|--------------------|
| LAN-TEL Labor regular rate | 124 | \$13,516.00 |
| LAN-TEL Labor overtime rate | 60 | \$7,500.00 |
| LAN-TEL Labor Double Time Rate | 0 | \$0.00 |
| LAN-TEL Software Tech rate | 30 | \$3,750.00 |
| LAN-TEL Software Tech overtime rate | 6 | \$870.00 |
| LAN-TEL Software Tech double time rate | 0 | \$0.00 |
| Sonet | 92.5 | \$9,435.00 |
| Total Labor | 312.5 | \$35,071.00 |

| | | |
|---------------------------------------|-----------|--------------------|
| Total Project Management Labor | 16 | \$1,568.00 |
| Total Labor & PM | | \$36,639.00 |

April Material Totals

| | | |
|--|---|---------------|
| Total PTZ DVTel Cameras | 0 | \$0.00 |
| Total Fixed DVTel Cameras | 0 | \$0.00 |
| Total Power Supplies | 0 | \$0.00 |
| Total Bucket Truck Rentals (LAN-TEL & Sonet) | 0 | \$0.00 |
| Total Adapters | 0 | \$0.00 |
| Total Encoders | 0 | \$0.00 |
| Total NEMA Enclosures | 0 | \$0.00 |
| Total Astro Brackets | 0 | \$0.00 |
| Total Antennas & Assoc. Equipment | 0 | \$0.00 |
| Total Cable & Assoc. Hardware | - | \$0.00 |
| Total POES | 0 | \$0.00 |
| Total Misc. Equipment | - | \$0.00 |
| Total Material Used | | \$0.00 |

| | |
|-------------------------------------|--------------------|
| Total Billing for April 2018 | \$36,639.00 |
|-------------------------------------|--------------------|



City of Boston Purchase Order

City of Boston

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

| Dispatched | | |
|------------------|---------------|----------|
| Purchase Order | Date | Revision |
| BOSTN-0000691296 | 2015-05-01 | |
| Payment Terms | Freight Terms | |
| 00 | DES PPD | |
| Buyer | | |
| Jones,Brenda | | |

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

Bill To: Auditing Department
One City Hall
Room M-4
Boston MA 02201
United States
Ship To: Emergency Preparedness-Homeland
Secur
Boston City Hall -Room 204
One City Hall Plaza
Boston MA 02201
United States
Attention: See Detail Below

Tax Exempt? Y

State Tax Exempt ID: 04-6001380

Contract ID: 000000000000000000040555

| Line-Sch | Item/Description | Quantity | UOM | PO Price | Extended Amt | Due Date |
|----------|--|----------|-----|-------------------------|--------------|------------|
| 1 - 1 | Reimbursement for April and May Invoices for services rendered on maintenance labor and materials for the MBHSR CIMS Camera System. Contract # 40555 | 1.00 | EA | 75473.00 | 75473.00 | 06/11/2018 |
| | | | | Attention: Jones,Brenda | | |
| | 52940-200-231100-508J-2106-2017-HLS17002 | 1.00 | | | | |

U16- 2.2
Contract # 40555
OEM POC: Brenda Jones Brenda.jones@boston.gov

Total PO Amount 75473.00

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

| Official Approvals | | |
|---|--|-----------|
| I certify that all records regarding this procurement are on file | Approved as to availability of appropriation | |
| Brenda Jones | Sally Glora | 6/26/2018 |
| Department Head/Purchasing Agent/BPS Business Manager | City Auditor/BPS Business Manager | |
| This is not a valid purchase order without the above signatures. | | |

APPROVED AS ORIGINAL

JJ 1/10/18



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

MAYOR'S OFFICE OF EMERGENCY
PREPAREDNESS-HOMELAND SECURITY
BOSTON CITY HALL-ROOM204
ONE CITY HALL PLAZA
BOSTON, MA 02201

INVOICE ID: 9917185A
DRAW ID: 7
DATE: December 31, 2017

CONTRACT ID: 17-5901-35
CIMS MAINTENANCE 2017 2018
LOCATION:

SALESPERSON:
CUSTOMER ID: DOINNOV
PO #: 678832
Terms: Net 0

PO 0000678832 CONTRACT ID 40555

WORK PERFORMED FOR CITY OF BOSTON CONTRACT #BOSTN-00006558731 & BOSTN-000066207

BILLING FOR DECEMBER 2017

| | | |
|---------------------|----|-------|
| PROJECT MANAGEMENT: | \$ | 0.00 |
| FIELD LABOR | | 27.21 |
| MATERIAL | | 0.00 |

AMOUNT DUE: \$ 27.21

ATTN: ACCOUNTS PAYABLE

AMOUNT DUE THIS INVOICE

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

PO # ~~00006558731~~
0000678832

U16-2.2

\$27.21

okay to pay
JJ
1/10/18

OK to pay
MB
1/16/18

APPROVED AS ORIGINAL

JJ 1/8/18



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

MAYOR'S OFFICE OF EMERGENCY
PREPAREDNESS-HOMELAND SECURITY
BOSTON CITY HALL-ROOM204
ONE CITY HALL PLAZA
BOSTON, MA 02201

INVOICE ID: 9917182
DRAW ID: 6
DATE: December 31.2017

SALESPERSON:

CONTRACT ID: 17-5901-35
CIMS MAINTENANCE 2017 2018
LOCATION:

CUSTOMER ID: DOINNOV
PO #: 678832
Terms: Net 0

PO 0000678832 CONTRACT ID 40555

WORK PERFORMED FOR CITY OF BOSTON CONTRACT #BOSTN-00006558731 & BOSTN-000066207

BILLING FOR NOVEMBER 2017

PROJECT MANAGEMENT: \$ 1,568.00
FIELD LABOR 40,217.00
MATERIAL 0.00

AMOUNT DUE: \$ 41,785.00

ATTN: ACCOUNTS PAYABLE

AMOUNT DUE THIS INVOICE

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

U16-2.2

\$41,785.00

Okay to pay
1/8/18
JJ

ok to pay
1/8/18 (mrb)

PO# 0000678832

0. *
1,568. +
40,217. +
002.....
41,785. *
41,785. *C

APPROVED AS ORIGINAL

SP 9/15/17



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

MAYOR'S OFFICE OF EMERGENCY
PREPAREDNESS-HOMELAND SECURITY
BOSTON CITY HALL-ROOM204
ONE CITY HALL PLAZA
BOSTON, MA 02201

INVOICE ID: 9916737
DRAW ID: 2
DATE: August 31, 2017

CONTRACT ID: 17-5901-35
CIMS MAINTENANCE 2017 2018
LOCATION:

SALESPERSON:
CUSTOMER ID: DOINNOV
PO #: 678832
Terms: Net 0

PO 0000678832 CONTRACT ID 40555

WORK PERFORMED FOR CITY OF BOSTON CONTRACT #BOSTN-00006558731 & BOSTN-000066207

BILLING FOR JULY 2017

| | |
|---------------------|-------------|
| PROJECT MANAGEMENT: | \$ 2,352.00 |
| FIELD LABOR | 36,154.50 |
| MATERIAL | 0.00 |

AMOUNT DUE: \$ 38,506.50

ATTN: ACCOUNTS PAYABLE

AMOUNT DUE THIS INVOICE

\$38,506.50

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

9/15/17

SP OK to pay

OK TM 9/15/17

0 *

36,154.50 +
2,352.00 +
38,506.50 *0

U16-2.2 CIMS



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

APPROVED AS ORIGINAL

SP 9/22/17

MAYOR'S OFFICE OF EMERGENCY
PREPAREDNESS-HOMELAND SECURITY
BOSTON CITY HALL-ROOM204
ONE CITY HALL PLAZA
BOSTON, MA 02201

INVOICE ID: 9916775
DRAW ID: 3
DATE: September 19, 2017

CONTRACT ID: 17-5901-35
 CIMS MAINTENANCE 2017 2018
LOCATION:

SALESPERSON:
CUSTOMER ID: DOINNOV
PO #: 678832
Terms: Net 0

PO 0000678832 CONTRACT ID 40555

WORK PERFORMED FOR CITY OF BOSTON CONTRACT #BOSTN-00006558731 & BOSTN-000066207

BILLING FOR AUGUST 2017

PROJECT MANAGEMENT: \$ 1,764.00
FIELD LABOR 27,801.00
MATERIAL 0.00

AMOUNT DUE: \$ 29,565.00

ATTN: ACCOUNTS PAYABLE

AMOUNT DUE THIS INVOICE

\$29,565.00

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

*SP ok to pay
9/22/17
ok M 9/22/17*

U16-2-1 CIMS

0 *
1,764.00 +
27,801.00 +
29,565.00 *C



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

MAYOR'S OFFICE OF EMERGENCY
PREPAREDNESS-HOMELAND SECURITY
BOSTON CITY HALL-ROOM204
ONE CITY HALL PLAZA
BOSTON, MA 02201

INVOICE ID: 9916684
DRAW ID: 1
DATE: August 16.2017

CONTRACT ID: 17-5901-35
CIMS MAINTENANCE 2017 2018
LOCATION:

SALESPERSON:
CUSTOMER ID: DOINNOV
PO #: 678832
Terms: Net 0

PO 0000678832 CONTRACT ID 40555

WORK PERFORMED FOR CITY OF BOSTON CONTRACT #BOSTN-00006558731 & BOSTN-000066207

BILLING FOR JUNE 2017

PROJECT MANAGEMENT: \$ 980.00
FIELD LABOR 43,311.50
MATERIAL 0.00

AMOUNT DUE: \$ 44,291.50

ATTN: ACCOUNTS PAYABLE

AMOUNT DUE THIS INVOICE

\$44,291.50

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

SP ok to pay

8/16/17

OK you

8/17/17



U16-2.2 CIMS

APPROVED AS ORIGINAL

JS 11/30/17



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

MAYOR'S OFFICE OF EMERGENCY
PREPAREDNESS-HOMELAND SECURITY
BOSTON CITY HALL-ROOM204
ONE CITY HALL PLAZA
BOSTON, MA 02201

INVOICE ID: 9917052
DRAW ID: 5
DATE: November 30, 2017

SALESPERSON:

CONTRACT ID: 17-5901-35
 CIMS MAINTENANCE 2017 2018
LOCATION:

CUSTOMER ID: DOINNOV
PO #: 678832
Terms: Net 0

PO 0000678832 CONTRACT ID 40555

WORK PERFORMED FOR CITY OF BOSTON CONTRACT #BOSTN-00006558731 & BOSTN-000066207

BILLING FOR OCTOBER 2017

| | | |
|---------------------|----|-----------|
| PROJECT MANAGEMENT: | \$ | 588.00 |
| FIELD LABOR | | 26,613.50 |
| MATERIAL | | 0.00 |

AMOUNT DUE: \$ 27,201.50

ATTN: ACCOUNTS PAYABLE

AMOUNT DUE THIS INVOICE

\$27,201.50

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

Ullc-2-2 Cims
11/30/2017
Okay to pay
PO # 0000678832
OK to pay 11/30/17
MO

| | |
|----------|----|
| 0 | * |
| 588 | + |
| 26,613.5 | + |
| 002..... | |
| 27,201.5 | * |
| 27,201.5 | *C |



City of Boston Purchase Order

City of Boston

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

| Dispatched | | |
|--------------------|---------------|----------|
| Purchase Order | Date | Revision |
| BOSTN-0000678832 | 2017-05-05 | |
| Payment Terms | Freight Terms | |
| 00 | DES PPD | |
| Buyer | | |
| Habershaw, Deirdre | | |

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

Bill To: Auditing Department
One City Hall
Room M-4
Boston MA 02201
United States

Ship To: Mayor's Office of Emergency
Preparedness-Homeland Secur
Boston City Hall -Room 204
One City Hall Plaza
Boston MA 02201
United States
Attention: See Detail Below

Tax Exempt? Y

State Tax Exempt ID: 04-6001380

Contract ID: 000000000000000000040555

| Line-Sch | Item/Description | Quantity | UOM | PO Price | Extended Amt | Due Date |
|----------|--|----------|-----|--|--------------|------------|
| 1 - 1 | CIMS Maintenance and Enhancements | 1.00 | EA | 300000.00 Attention: Habershaw, Deirdre | 300000.00 | 05/10/2017 |
| | 52940-200-231100-508J-2106-2017-HLS17002 ✓ | 1.00 | | | | |

51,530⁰⁰

Total PO Amount 300000.00

51,530⁰⁰

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

| Official Approvals | | | |
|---|--------------------|-----------------------------------|--|
| I certify that all records regarding this procurement are on file | | 9/20/17 | Approved as to availability of appropriation |
| Deirdre Habershaw | <i>[Signature]</i> | Sally Glora | 5/5/2017 |
| Department Head/Purchasing Agent/BPS Business Manager | | City Auditor/BPS Business Manager | |

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

9/15/17
U16-2.2 CIMS
x partial payment
Receipt # 440094

INVOICE # 17921

51,530.00



APPROVED AS ORIGINAL

SP 9/15/17

1400 Providence Hwy
Building 3 Suite 3100
Norwood, MA 02062
Phone: (844) 575-2001 (Please Note New Toll Free Number)

Invoice

LAN-TEL(Security)

Date: 9/15/2017
Invoice No.: 17921

1400 Providence Hwy
Building 3 Suite 3100
Norwood, MA 02062

Bill to: OFFICE OF EMERGENCY MANAGEMENT
1 CITY HALL SQUARE
BOSTON, MA 02201

Service at: OFFICE OF EMERGENCY MANAGEMENT
1 CITY HALL SQUARE
BOSTON, MA 02201

Customer ID: BOSTOEM

Description: Agreement 143 Billing #1 of 1

Reference: Agreement 143

Terms:

PO Number:

| Item | Description | Quantity | Unit Price | Amount |
|-----------|------------------|----------|---------------------------|------------------|
| Agreement | 1 Year DVTEL SSA | 1.00 | 51,530.00 | 51,530.00 |
| | | | Agreement Subtotal | 51,530.00 |

V16-2.2 CIMS

Software Service Platinum Level Agreement

CIMS Global Account covers the following systems:

- CIMS Everett Police
- CIMS Boston Police
- CIMS Cambridge Police
- CIMS Chelsea Police
- CIMS Quincy Police
- CIMS Revere Police
- CIMS Winthrop Police
- CIMS Somerville Police
- CIMS Brookline Police Department
- CIMS Hancock Building

| | |
|-------------------|------------------|
| Subtotal: | 51,530.00 |
| Sales Tax: | 0.00 |
| Total Due: | 51,530.00 |

*9/15/17
SP OK to pay
OK TEL 9/15/17*

Scope of work:

- This service agreement provides only access to software upgrades, remote support and cloud services. All labor will be billed at \$130/hour
- DVTEL software updates and maintenance support as part of the Support and Service Agreement
- Time period – contract will expire on June 30, 2018



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

MAYOR'S OFFICE OF EMERGENCY
PREPAREDNESS-HOMELAND SECURITY
BOSTON CITY HALL-ROOM204
ONE CITY HALL PLAZA
BOSTON, MA 02201

APPROVED AS ORIGINAL

INVOICE ID: 9916318A
DRAW ID: 95
DATE: May 12.2017

CONTRACT ID: 16-0330-20
CIMS MAINTENANCE 16-17-Mayor's
LOCATION:

SALESPERSON:
CUSTOMER ID: DOINNOV
PO #: 0000678832
Terms: Net 0

PO 0000678832 CONTRACT ID 40555

WORK PERFORMED FOR CITY OF BOSTON CONTRACT #BOSTN-00006558731 & BOSTN-000066207

BILLING FOR APRIL 2017

| | | |
|---------------------|----|-------|
| PROJECT MANAGEMENT: | \$ | 95.79 |
| FIELD LABOR | | 0.00 |
| MATERIAL | | 0.00 |

AMOUNT DUE: \$ 95.79

ATTN: ACCOUNTS PAYABLE

016-2.2

AMOUNT DUE THIS INVOICE

\$ 95.79

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

*OK to pay
E. Muller
7/13/17
mm 7/17/17*

APPROVED AS ORIGINAL

SP 6/21/17



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

MAYOR'S OFFICE OF EMERGENCY
PREPAREDNESS-HOMELAND SECURITY
BOSTON CITY HALL-ROOM204
ONE CITY HALL PLAZA
BOSTON, MA 02201

INVOICE ID: 9916440
DRAW ID: 10
DATE: June 15.2017

CONTRACT ID: 16-0330-20
LOCATION: CIMS MAINTENANCE 16-17-Mayor's

SALESPERSON:
CUSTOMER ID: DOINNOV
PO #:
Terms: Net 0

PO 0000678832 CONTRACT ID 40555

WORK PERFORMED FOR CITY OF BOSTON CONTRACT #BOSTN-00006558731 & BOSTN-000066207

BILLING FOR MAY 2017

| | |
|---------------------|-------------|
| PROJECT MANAGEMENT: | \$ 1,372.00 |
| FIELD LABOR | 37,701.50 |
| MATERIAL | 0.00 |

AMOUNT DUE: \$ 39,073.50

ATTN: ACCOUNTS PAYABLE

AMOUNT DUE THIS INVOICE

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

\$39,073.50

SP OK to pay
6/21/17

OK to pay
DH 6/22/17

U16-2-2 CIMS

| | |
|------------------|---|
| 1,372.00 | + |
| 37,701.50 | + |
| 39,073.50 | |

APPROVED AS ORIGINAL

SP 11/16/17



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

MAYOR'S OFFICE OF EMERGENCY
PREPAREDNESS-HOMELAND SECURITY
BOSTON CITY HALL-ROOM204
ONE CITY HALL PLAZA
BOSTON, MA 02201

INVOICE ID: 9916911
DRAW ID: 4
DATE: October 31, 2017

CONTRACT ID: 17-5901-35
 CIMS MAINTENANCE 2017 2018
LOCATION:

SALESPERSON:
CUSTOMER ID: DOINNOV
PO #: 678832
Terms: Net 0

PO 0000678832 CONTRACT ID 40555

WORK PERFORMED FOR CITY OF BOSTON CONTRACT #BOSTN-00006558731 & BOSTN-000066207

BILLING FOR SEPTEMBER 2017

| | |
|---------------------|------------|
| PROJECT MANAGEMENT: | \$ 1568.00 |
| FIELD LABOR | 26,355.50 |
| MATERIAL | 0.00 |

AMOUNT DUE: \$ 27,923.50

ATTN: ACCOUNTS PAYABLE

AMOUNT DUE THIS INVOICE

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

\$27,923.50

U16-2.2 CIMS

0 *
1,568.00 +
26,355.50 +
~~27,923.50~~ XC

Okay to Pay
11/16/17
SP

OK to pay
11/17/17