



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



FOR LAW DEPARTMENT REVIEW

February 13, 2018

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

Dear Mayor,

Your Honor's permission is hereby requested to award a contract to Lan-Tel Communications at 1400 Providence Highway, Suite 3100, Norwood, MA 02062 to set up automated positioning for relevant cameras. This would be provided to the Metro Boston Homeland Security Region to the Mayor's Office of Emergency Management for the period February 1, 2018 through May 31, 2018.

This contract is in compliance with the provisions of MGL Chapter 30B because it involves a purchase through a contract with the Commonwealth of Massachusetts and the solicitation requirements set forth under the contract user guide for FAC64 were met. The relevant provisions of state contract are incorporated by reference into this contract.

Because Lan-Tel Communications has agreed to set up automated positioning for relevant cameras at the same cost provided under its contract with the Commonwealth and because further public advertising would serve no purpose and I consider the cost to be reasonable, I recommend the award of this contract as follows:

Contract #	Vendor	State Contract #	Contract Amount
45406	Lan-Tel Communications	FAC64	Not-to exceed
			Two-Hundred Forty Thousand (\$240,000)

Sincerely,

Rene Fielding
Rene Fielding
Director
Mayor's Office of Emergency Management (OEM)

APPROVED

Martin J. Walsh
Mayor of Boston

By *Martin J. Walsh*
Eo 3/8/18

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

CITY OF BOSTON

STANDARD CONTRACT GENERAL CONDITIONS

ARTICLE 1 -- DEFINITION OF TERMS:

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

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

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

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

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

ARTICLE 2 -- PERFORMANCE:

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

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

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

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

ARTICLE 3 -- ACCEPTANCE OF GOODS OR SERVICES:

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

ARTICLE 4 -- TIME:

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

ARTICLE 5 -- COMPENSATION:

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

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

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

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

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

ARTICLE 6 -- RELATIONSHIP WITH THE CITY

6.1 The Contractor is retained solely for the purposes of and to the extent set forth in this Contract. Contractor's relationship to the City during the term of this Contract shall be that of an independent Contractor. The Contractor shall have no capacity to involve the City in any contract nor to incur any liability on the part of the City. The Contractor, its agents or employees shall not be considered as having the status or pension rights of an employee; provided that the Contractor shall be considered an employee for the purpose of General Laws c. 268A (the Conflict of Interest Law). The City shall not be liable for any personal injury to or death of the Contractor, its agents or employees.

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

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

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

ARTICLE 7 -- ASSUMPTION OF LOSS AND LIABILITY:

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

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

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

ARTICLE 8 -- REMEDIES OF THE CITY:

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

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

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

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

ARTICLE 9 -- REMEDIES OF CONTRACTOR:

9.1 If damages, other than loss on nonconforming services or on services not performed, are actually sustained by the Contractor due to any act or material omission for which the City is legally responsible, the City may allow a sum equal to the amount of such damages sustained by the Contractor as determined by the Official in writing, provided the Contractor shall have delivered to the Official a detailed written statement of such damages and cause thereof within thirty (30) days after the act or material omission by the City.

ARTICLE 10 -- PROHIBITION AGAINST ASSIGNMENT:

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

ARTICLE 11 -- COMPLIANCE WITH LAWS AND PUBLIC POLICY:

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

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

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

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

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

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

11.7 In furtherance of the Mayor's Executive Order "Minority and Women Business Enterprise Development" dated December 31, 1987 and the Ordinance entitled "Promoting Minority and Women Owned Business Enterprises in the City of Boston" (City of Boston, Chapter IV, Section 4-4), it is understood and agreed by the Contractor, and the Contractor by the execution of this Contract so certifies, as follows: (1) That the Contractor shall actively solicit bids for the subcontracting of goods and services from certified minority and women businesses; (2) That in reviewing substantially equal proposals the Contractor shall give additional consideration to the award of subcontracts to certified minority and women bidders.

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

11.9 The Contractor certifies that neither it nor any of its subcontractors have been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c149, c151, or the Fair Labor Standards Act within three (3) years prior to the date of the Contract; or certifies that it has provided copies of any and all of the above to the Official prior to the date of the Contract and

any required wage bond or insurance; and certifies that while the Contract is in effect, it will report any instance of the above to the Official within five (5) days of Contractor's receipt. The Contractor agrees and shall require any subcontractor to post in conspicuous places notices to be provided by the City, informing employees of the protections of applicable local, state, and federal law.

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

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

ARTICLE 12 -- AVAILABLE APPROPRIATION:

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

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

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

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

ARTICLE 13 -- RELEASE OF CITY ON FINAL PAYMENT:

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

ARTICLE 14 -- PUBLIC RECORDS AND ACCESS

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

ARTICLE 15 -- STATE TAXATION CERTIFICATION:

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

ARTICLE 16 -- MONIES OWED TO THE CITY:

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

ARTICLE 17 -- BID COLLUSION:

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

ARTICLE 18 -- FORUM AND CHOICE OF LAW:

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

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

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

Information Covered by this NDA

Security Sensitive Records and Information

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

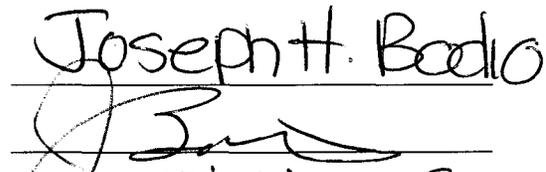
NDA Conditions

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

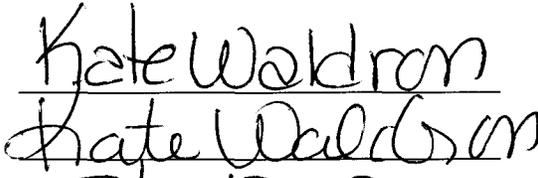
1. By being granted conditional access to Security Sensitive Records and Information, the City of Boston and others have placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure in accordance with the terms and conditions of this NDA and the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

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

CONTRACTOR, CONSULTANT, OR SUBCONTRACTOR:

TYPED/PRINTED NAME: Joseph H. Badio
SIGNATURE: 
DATE: 2/5/2018

WITNESS:

TYPED/PRINTED NAME: Kate Waldron
SIGNATURE: 
DATE: 2/5/2018

CITY OF BOSTON

SUPPLEMENTAL INFORMATION TECHNOLOGY¹ TERMS AND CONDITIONS TO FORM CM11

The following terms and conditions are added to the City of Boston Standard Contract General Conditions (Form CM11), to the extent permitted by law, for purposes of Contract number 45406 between the City of Boston and Lan-Tel Communications:

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF AUTHORITY
(For Corporations Only)

02/02/2018
(Current Date)

At a meeting of the Directors of the LAN-TEL Communications, Inc.
(Name of Corporation)
duly called and held at 1400 Providence Highway, Suite 3100, Norwood, MA 02062
(Location of Meeting)
on the 2 day of February 2018 at which a quorum was present and acting,
it was VOTED, that Joseph H. Bodio
(Name)
the President/CEO of this corporation is hereby
(Position)
authorized and empowered to make, enter into, sign, seal and deliver in behalf of this corporation
a contract for Contract 45406 Incident based camera controls and legacy server requirement for the Metro
(Describe Service)
Boston Homeland Security Region

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:

Incident Based Camera Controls and Legacy Server Retirement for the Metro Boston Homeland Security
Region

in accordance with the terms of the accompanying contract documents.

B. The Contractor is a/an:

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

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

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

Corporation is incorporated in the State of MA

President is Joseph H. Bodio

Treasurer is Joseph H. Bodio

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

Norwood, MA 02062
(City, State and Zip Code)

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

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

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

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

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

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

04-3141040

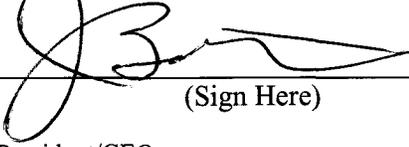
*If individual, use Social Security Number _____

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

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

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

Contractor: LAN-TEL Communications, Inc.

By:  _____
(Sign Here)

Title: President/CEO

Business Address: 1400 Providence Highway, Suite 3100
(Street)

Norwood, MA 02062
(City, State and Zip Code)

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

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

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

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

(PUB AUG 2015)

CERTIFICATE FOR "NO RISK" CONTRACTS

TO: CORPORATION COUNSEL

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

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

Lan-Tel Communications Inc.
Vendor/Contractor

for

Providing Metro Boston Homeland Security Region with automated positioning for relevant cameras (pan
tilt, zoom) using the capabilities already provided by the existing FLIR camera.
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

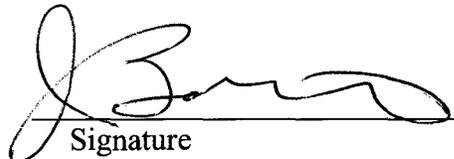
The City of Boston is subject to City of Boston Code, Chapter 4, section 7, which is intended to ensure that persons and businesses supplying goods and/or services to the City of Boston deploy fair policies relating to the screening and identification of person with criminal backgrounds through the CORI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

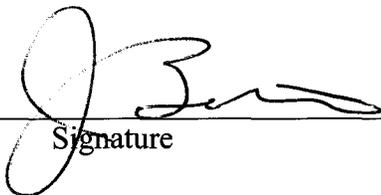
The undersigned certifies under penalties of perjury that the vendor is in compliance with the provisions of the Executive Order titled "Establishing Requirements for City Contracts in an Effort to Prevent Wage Theft," as currently in effect. **All Vendors must certify the following:**

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) 918-5236

COVERED VENDORS LIVING WAGE AGREEMENT

At the same time the City of Boston awards a service contract through a bid, a request for proposal or an unadvertised contract, the Covered Vendor must complete this form and submit it to the City, agreeing to the following conditions. In addition, any subcontractor of the Covered Vendor shall complete this form and submit it to the City at the time the subcontract is executed, also agreeing to the following conditions:

Part 1: Covered Vendor (or Subcontractor) Information:

Name of vendor: LAN-TEL Communications, Inc.

Local contact person: Eric Johnson

Address 1400 Providence Highway Norwood, 02062
Street City Zip

Telephone #: 781.352.4134 E-Mail: kwaldron@lan-tel.com

Part 2: Workforce Profile of Covered Employees Paid by the Service Contract or Subcontract:

A. List all Covered Employees' job titles with wage ranges (Use additional sheets of paper if necessary): Identify number of employees in each wage range. **Remember, Covered Employees are only those employees that expend work hours on the contract.**

JOB TITLE	< \$14.41 p/h	\$14.41 p/h- \$17.00 p/h	\$17.01 p/h- \$20.00 p/h	> \$20.01 p/h
telecommunications technician				4

B. Total number of Covered Employees: 4

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

D. Number of Covered Employees who are minorities: 0

E. Number of Covered Employees who are women: 0

Part 3: Covered Vendor's Past Efforts and Future Goals *(Use additional sheets of paper if necessary in answering any of these questions):*

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

LAN-TEL is an IBEW 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 makes an effort to hire low and moderate income Boston residents.

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

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

Describe the potential for advancement and raises for Covered Employees:

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

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

The number of jobs will remain the same.

Part 4: Subcontracts:

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

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

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

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

Part 5: The following statement must be completed and signed by an authorized owner, officer or manager of the Covered Vendor. The signature of an attorney representing the Covered Vendor is **not** sufficient:

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

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



Signature

President/CEO

Position with Covered Vendor

Date



CITY OF BOSTON JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION • (617) 918-5236

VENDORS LIVING WAGE AFFIDAVIT

Any for-profit or any not-for-profit vendor who employs at least 25 full-time equivalents (FTEs) who has been awarded a service contract of \$25,000 or more from the City of Boston must comply with the provisions of the Boston Jobs and Living Wage Ordinance which requires any such vendors to pay at least the **living wage which is \$14.41 per hour** to any employee who directly expends his or her time on the services set out in the contract. All subcontractors whose subcontracts are at least \$25,000 are also required to pay the living wage.

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

WARNING: No service contract will be executed until this affidavit is completed, signed and submitted to the contracting department

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

Part 1: VENDOR INFORMATION:

Name of vendor: LAN-TEL

Contact person: Kate Waldron

Address 1400 Providence Highway Norwood 02062
Street City Zip code

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

Part 2: CONTRACT INFORMATION:

Name of the program or project under which the contract or subcontract is being awarded:
MBHSR Regional Camera Controls and Legacy Server Retirement

Contracting City department: Office of Emergency Management

Start date of contract: 2/1/2018 End date of contract: 5/31/2018

Length of contract: 1 year 2 years 3 years Other: _____ (years)

PART 3: ADDITIONAL INFORMATION

Please answer the following questions regarding your company or organization:

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

For profit

Not for profit

2. Total number of "FTE" employees which you employ: 150

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

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

Yes

No

If yes, how many additional FTEs do you plan to hire? _____

PART 4: EXEMPTION FROM BOSTON JOBS AND LIVING WAGE ORDINANCE

Any vendor who qualifies may request an exemption from the provisions of the Boston Jobs and Living Wage Ordinance by completing the following:

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

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

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

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

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

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

PART 5. GENERAL WAIVER REASON(S)

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

- Service contract
- Subcontract

violates the following state or federal statutory, regulatory or constitutional provision(s).

State the specific state or federal statutory, regulatory or constitutional provision(s), which makes compliance with the Boston Jobs and Living Wage Ordinance unlawful:

GENERAL WAIVER ATTACHMENTS:

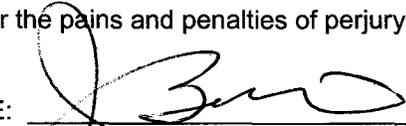
Please attach a copy of the conflicting statutory, regulatory or constitutional provision(s) that makes compliance with this ordinance unlawful.

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

PART 6: VENDOR AFFIDAVIT:

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

Signed under the pains and penalties of perjury.

SIGNATURE:  DATE: 2/5/2018

PRINTED NAME: Joseph H. Bodio

TITLE: President/CEO



Master Blanket Purchase Order PO-14-1080-OSD01-OSD10-0000000102

Header Information

Purchase Order Number:	PO-14-1080-OSD01-OSD10-0000000102	Release Number:	0	Short Description:	FAC64 - Security, Surveillance, Monitoring and Access Control Systems
Status:	3PS - Sent	Purchaser:	Ashish Patel	Receipt Method:	Quantity
Fiscal Year:	2014	PO Type:	Blanket	Minor Status:	
Organization:	Operational Services Division	Location:	OSD10 - Ashburton RM1017	Type Code:	Statewide Contract
Department:	OSD01 - Operational Services Division	Entered Date:	03/20/2014 03:01:08 PM	Control Code:	
Alternate ID:		Retainage %:	0.00%	Discount %:	0.00%
Days ARO:	0	Release Type:	Direct Release	Pcard Enabled:	No
Print Dest Detail:	If Different	Tax Rate:		Actual Cost:	\$0.00
Catalog ID:		Contact Instructions: Ashish Patel, Strategic Sourcing Services Lead Address: One Ashburton Place Room 1017 Boston, MA 02108 Phone: 617-720-3190 Email: ashish.s.patel@state.ma.us			

Special Instructions:

Agency Attachments: FAC64 LANTEL Communications Category 2 Price File - Rev10 11.7.2017.xlsx

Vendor Attachments:

Agency Attachment Forms:

Vendor Attachment Forms:

Primary Vendor Information & PO Terms

Vendor:	203293 - LAN-TEL Communications, Inc Kate Waldron LAN-TEL Communications, Inc. 1400 Providence Highway, Suite 2000 Norwood, MA 02062 US Email: kwaldron@lan-tel.com Phone: (781)551-8599 FAX: (781)551-8667 Website: http://www.lan-tel.com	Payment Terms:	Shipping Method:
		Shipping Terms:	Freight Terms:

PO

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

Master Blanket/Contract Vendor Distributor List

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

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 06/11/2010 **Master Blanket/Contract End Date:** 05/31/2018
Cooperative Purchasing Allowed: Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$1,128,200.98	\$0.00

Item Information

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

UNSPSC Code: 46-17-00
 Security surveillance and detection
46-17-00-00
 Security surveillance and detection
46-17-00-00-0000
 Security surveillance and detection

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	1.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00
Manufacturer:			Brand:			Model:		
Make:			Packaging:					

Print Sequence # 2.0, Item # 2: Avigilon- Approved Manufacturer's Products, Category 2 Security Equipment, 3PS
 Systems and Related Services, Certified to Sell, Install and Service, Discount Off : -
 10%, (Please check attachments for rates and call for quote) Sent

UNSPSC Code: 46-17-00
 Security surveillance and detection
46-17-00-00
 Security surveillance and detection
46-17-00-00-0000
 Security surveillance and detection

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	1.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00
Manufacturer:			Brand:			Model:		
Make:			Packaging:					

Print Sequence # 3.0, Item # 3: Axis- Approved Manufacturer's Products, Category 2 Security Equipment, 3PS
 Systems and Related Services, Certified to Sell, Install and Service, Discount Off : -
 1%, (Please check attachments for rates and call for quote) Sent

UNSPSC Code: 46-17-00
 Security surveillance and detection
46-17-00-00
 Security surveillance and detection
46-17-00-00-0000
 Security surveillance and detection

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
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Quantity 1.0 \$0.00 EA - Each 0.00 \$0.00 \$0.00 \$0.00 \$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Print Sequence # 4.0, Item # 4: Bogen- Approved Manufacturer's Products, Category 2 Security Equipment, Systems and Related Services, Certified to Sell, Install and Service, Discount Off : 20%, (Please check attachments for rates and call for quote) 3PS - Sent

UNSPSC Code: 46-17-00 Security surveillance and detection 46-17-00-00 Security surveillance and detection 46-17-00-00-0000 Security surveillance and detection

Receipt Method Qty Unit Cost UOM Discount % Total Discount Amt. Tax Rate Tax Amount Total Cost Quantity 1.0 \$0.00 EA - Each 0.00 \$0.00 \$0.00 \$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Print Sequence # 5.0, Item # 5: Bosch- Approved Manufacturer's Products, Category 2 Security Equipment, Systems and Related Services, Certified to Sell, Install and Service, Discount Off : 22%, (Please check attachments for rates and call for quote) 3PS - Sent

UNSPSC Code: 46-17-00 Security surveillance and detection 46-17-00-00 Security surveillance and detection 46-17-00-00-0000 Security surveillance and detection

Receipt Method Qty Unit Cost UOM Discount % Total Discount Amt. Tax Rate Tax Amount Total Cost Quantity 1.0 \$0.00 EA - Each 0.00 \$0.00 \$0.00 \$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Exit



Contract User Guide for FAC64

FAC64: Security, Surveillance, Monitoring and Access Control Systems

UPDATED: 11/10/17

Contract #:	FAC64
MMARS MA #:	FAC64*
Initial Contract Term:	06/01/2013 – 5/31/2018
Maximum End Date:	One option for two (2)-year extension to 2020
Current Contract Term:	06/01/2013 – 5/31/2018
Contract Manager:	Ashish Patel, 617-720-3190, ashish.s.patel@state.ma.us
This Contract Contains:	Small Business Purchasing Program (SBPP), Prompt Payment Discounts (PPD), and Supplier Diversity Office (SDO) Contractors
UNSPSC Codes:	46-17-00 Security surveillance and detection

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

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

- [Contract Summary](#)
- [Contract Categories](#)
- [Benefits and Cost Savings](#)
- [Find Bid/Contract Documents](#)
- [Who Can Use This Contract](#)
- [Construction Requirements](#)
- [Pricing, Quotes and Purchase Options](#)
- [Example Quoting Scenarios](#)
- [Instructions for MMARS Users](#)
- [Emergency Services](#)
- [Shipping/Delivery>Returns](#)
- [Additional Information](#)
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- [Contractor List and Information](#)

Contract Summary

This is a Statewide Contract for Security surveillance and detection. This contract covers the acquisition of Security Systems and Related Services to include, but not limited to, Video, Access Control, Integrated Video Management, Visitor Management, Locks, Alarms, Monitoring Services/Systems, Catalog Sales, Service, and Maintenance.

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Contract Categories

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

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

Benefits and Cost Savings

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

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

Find Bid/Contract Documents

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

How to find FAC64 MBPOs in COMMBUYS from Public View:

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

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

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

OR

1. Sign into COMMBUYS

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

Category MBPOs

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

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

Who Can Use This Contract

Applicable Procurement Law

Executive Branch Goods and Services: MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00;

Eligible Entities

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

Construction Requirements

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

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

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

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

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

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

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

Pricing, Quote and Purchase Options

Pricing Options

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

Product/Service Pricing and Finding Vendor Price Files

Price files are posted as attachments to each Contractor's Master Blanket Purchase Order (MBPO) on COMMBUYS. To view each Contractor's MBPO please follow the instructions for "How to find FAC64 MBPOs in COMMBUYS" on page 2 in this user guide. Additionally you may review the [Contractor List and Information Table](#) on pages 15 to 18 which has direct links to the public view of each Contractor's MBPO. "Public view" means you may access the MBPO without being logged into COMMBUYS. Contractor price files may be downloaded from the public view or from being logged into COMMBUYS.

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Setting up a COMMBUYS Account

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

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

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

Quick Search in COMMBUYS

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

Purchase Options

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

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

Referencing the Statewide Contract

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

COMMBUYS Line Items

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



COMMBUYS Solicitation Enabled MBPOs

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

Updated COMMBUYS Line Items (October 2016)

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

How to search for FAC64 products in COMMBUYS:

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

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

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

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

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

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

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

Obtaining Quotes

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

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

Multiple Quotes for Construction

Eligible Entities must solicit quotes from at least three (3) Contractors for any work that will involve construction. The minimum requirement is that Eligible Entities *contact* at least three (3) Contractors for quotes; you are not required to receive responses from all three (3) contacted Contractors.



Quotes Including Construction Services

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

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

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

Quotes NOT Including Construction

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

Labor vs. Parts and Material

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

Quotes for Catalog Sales in Category 1 or Category 3

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

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

Example Quoting Scenarios [FAC64 category in brackets]

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

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

STEPS:

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

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OR

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

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

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

STEPS:

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

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

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

STEPS:

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

Example 4 – Construction Projects greater than \$50,000 [2 or 3]

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

STEP:

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

Prevailing Wage Requirements

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

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

Prevailing Wage Schedules

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

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

Labor Rates

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

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

Instructions for MMARS Users

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

Emergency Services

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

Shipping/Delivery/Returns

No surcharges

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

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includes the cost of a ferry to and from Dukes or Nantucket Counties. The definition of reasonable rates means those that are commercially available and competitive with other services companies.

Delivery

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

Additional Information

Negotiation

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

Pre-Installation

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

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

Installation

Compliance with Regulatory Requirements

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

Cabling and Cable Associated Hardware

Cabling and associated hardware that is installed under this contract must be used for the security, surveillance, monitoring, and/or access control system. For cabling used for other purposes, use the current statewide contract for Data Infrastructure (Non-Construction related low voltage) Cabling Services and Maintenance, ITC54, or its successor.

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Post-Installation

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

Anticipated Service Disruption

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

Training and Training Materials

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

Software Licenses

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

Service Maintenance Plans

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

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



Warranties

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

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

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

No pre-payments

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

Statement of Work

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

Important Elements of the Statement of Work:

- Reference to the Statewide Contract FAC64
- Prevailing wage sheets, as applicable to the job
- Work schedules and performance dates
 - Release Date of the Request for Quote
 - Walkthrough requirements, if required
 - Response Date of Request for Quote
 - Date of Contractor Selection
- Responsibilities of the Contractor
 - Agrees to fulfill all provisions of the FAC64 statewide contract
 - Responsible for complete design, measurements, and drawings
 - Delivery, installation, testing, training, design and start up
 - Replace, modify, or upgrade existing hardware as necessary

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- 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

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OPERATIONAL SERVICES DIVISION

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Strategic Sourcing Team Members

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

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OPERATIONAL SERVICES DIVISION

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Contractor List and Information*

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

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Vendor	Master Blanket Purchase Order #	MMARS Vendor Code and Vendor Line	Contact Person	Phone #	Email	Categories
BCM Controls Corporation	<u>PO-14-1080-OSD01-OSD10-00000000044</u>	VC6000170044, 2	Steven Feinberg	781-933-8878	feinbergs@bcmcontrols.com	2
CEIA USA Ltd.	<u>PO-14-1080-OSD01-OSD10-00000000045</u>	VC6000235985, 13	Luca Cacioli	330-405-3190	sales@ceia-usa.com	1
Convergent Technologies (formerly Go Technologies)	<u>PO-14-1080-OSD01-OSD10-00000000055</u>	VC0000537450, 36	Michael Kotwicki	508-898-2077	mike.kotwicki@convergint.com	1, 2, 3
Dugmore & Duncan, Inc.	<u>PO-14-1080-OSD01-OSD10-00000000046</u>	VC6000158288, 7	Skip Reid	339-788-2019	skip@dugmore.com	3
Electronic Security Control Systems	<u>PO-14-1080-OSD01-OSD10-00000000047</u>	VC6000200266, 30	Ben Jacobellis	781-271-0830	benny3@escsinc.com	1, 2, 3
ECI Systems, LLC (formerly NET Technologies)	<u>PO-18-1080--SRC01-11967</u>	VC0000923148, 38	Justin Davis	800-639-2086	justin.davis@ecintegrated.com	2
ENE Systems	<u>PO-14-1080-OSD01-OSD10-00000000048</u>	VC6000172484, 20	Jill Murray	781-828-6770	jmurray@enesystems.com	1, 2, 2A
FTG Security	<u>PO-14-1080-OSD01-OSD10-00000000095</u>	VC6000248391, 4	Brian Ingalls	339-502-6619	bingalls@isysec.com	2
Galaxy Integrated Technologies	<u>PO-14-1080-OSD01-OSD10-00000000054</u>	VC6000187522, 15	John Gulezian	617-202-6388	johnhg@galaxyintegrated.com	2
Graybar Electric Company Inc.	<u>PO-14-1080-OSD01-OSD10-00000000057</u>	VC6000214241, 5	Michael Teahan	617-721-4041	michael.teahan@graybar.co	1
Industrial Video Control	<u>PO-14-1080-OSD01-OSD10-00000000091</u>	VC0000463150, 16	Ric Bonnell	617-467-3059 ext. 103	rbonnell@ivcco.com	1

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

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OPERATIONAL SERVICES DIVISION

Vendor	Master Blanket Purchase Order #	MMARS Vendor Code and Vendor Line	Contact Person	Phone #	Email	Categories
Integrated Security, Inc.	PO-14-1080-OSD01-OSD10-00000000093	VC6000170479, 11	Bradford Dowdall	508-623-1413	bdowdall@isi-security.com	1, 3
Ironman Inc.	PO-14-1080-OSD01-OSD10-00000000097	VC0000672150, 25	James L. Hatch	989-386-8975	ironman@ironmans.net	1
(J&M Brown Company, Inc.) Spectrum Integrated Technologies	PO-14-1080-OSD01-OSD10-00000000098	VC0000169620, 28	Steven A. Feldman	617-522-8800	sfeldman@spectrumit.com	2
Lan-Tel Communications, Inc.	PO-14-1080-OSD01-OSD10-00000000102	VC6000177274, 3	Kate Waldron	781-551-8599	kwaldron@lan-tel.com	2
MEC Technologies LLC	PO-14-1080-OSD01-OSD10-00000000104	VC0000464392, 31	James Brookshire	978-935-3118	jbrookshire@themecteam.com	2
Minuteman Security Technologies	PO-14-1080-OSD01-OSD10-00000000110	VC6000263147, 14	Joseph Lynch	978-783-0018	jlynch@minutemanst.com	2, 2A, 3
Pasek Corporation	PO-14-1080-OSD01-OSD10-00000000112	VC6000158230, 17	David Alessandrini	617-269-7110	dalessandrini@pasek.com	2A, 3
Red Hawk Fire & Security, LLC	PO-14-1080-OSD01-OSD10-00000000115	VC0000434061, 6	Lisa Wallace	508-967-1616	lisa.wallace@redhawkus.com	2
Setronics Corp	PO-14-1080-OSD01-OSD10-00000000117	VC6000161277, 32	Greg Riedel	978-671-5450	griedel@setronics.com	2
Siemens Industry Inc.	PO-14-1080-OSD01-OSD10-00000000119	VC6000214978, 12	Jonathan Hipsh	857-205-7598	jonathan.hipsh@siemens.com	2
Signet Electronic Systems, Inc.	PO-14-1080-OSD01-OSD10-00000000121	VC6000163065, 1	Gregory S. Hussey	781-871-5888 ext. 1105	greg.hussey@signetgroup.net	2

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OPERATIONAL SERVICES DIVISION

Vendor	Master Blanket Purchase Order #	MMARS Vendor Code and Vendor Line	Contact Person	Phone #	Email	Categories
Stanley Convergent Security Solutions, Inc.	<u>PO-14-1080-OSD01-OSD10-000000001405</u>	VC6000238605, 8	Mark Mullen	781-552-0362	<u>mark.mullen@sbdinc.com</u>	2, 2A
Stone & Berg Company, Inc.	<u>PO-14-1080-OSD01-OSD10-000000000123</u>	VC6000156341, 18	Jennie Pagano	508-753-3551	<u>stoneandberg@aol.com</u>	1
Sullivan and McLaughlin	<u>PO-14-1080-OSD01-OSD10-000000000125</u>	VC6000160868, 23	Will Bissonnette	617-474-0500 ext. 259	<u>wbissonnette@sullymac.com</u>	2
Surveillance Specialties, Ltd.	<u>PO-14-1080-OSD01-OSD10-000000000128</u>	VC6000171354, 27	Michael A. DeVita III	781-760-5148	<u>michael.devita3@securadyne.com</u>	2, 3
Tyco Integrated Security LLC	<u>PO-14-1080-OSD01-OSD10-000000000130</u>	VC6000256207, 34	Tom Maciag	508-479-0721	<u>tmaciag@tyco.com</u>	1, 2, 2A
Valley Communications Systems, Inc.	<u>PO-14-1080-OSD01-OSD10-000000000132</u>	VC6000157698, 10	Ken MacLeod	413-592-4136	<u>kenm@valleycommunication.com</u>	2
Wayne Alarm Systems, Inc.	<u>PO-14-1080-OSD01-OSD10-000000000133</u>	VC6000171531, 22	Jeff Kahn	781-595-0000	<u>jkahn@waynealarm.com</u>	2, 2A

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

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

NOTE: Contract User Guides are updated regularly. Print copies should be compared against the current version posted on mass.gov/osd.
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Business Unit: BOSTN	Requester: 127925	Status: Approved
Requisition: 0000357553	Requested By: Jones, Jessica M.	Currency: USD
Requisition Name: U16 2.2 FATPOT	Entered Date: 2/1/18	Requisition Total: 240,000.00
Header Comments:		
POC: Jessica Jones		
Jessica.jones@boston.gov/6176351350		
U16 2.2 CIMS Maintenance		

Line: 1 **Item Description:** FATPOT **Quantity:** 1.0000 **UOM:** EA **Price:** 240,000.00 **Line Total:** 240,000.00
Line Status: Approved

Ship Line: 1	Ship To: 4480	Address:	Shipping Quantity: 1.0000
Attention: Scott Wilder	Due Date:	Mayor's Office of Emergency Preparedness-Homeland Secur Boston City Hall -Room 204 One City Hall Plaza Boston MA 02201 United States	Shipping Total: 240,000.00

Dist	Status	Location	Qty	PCT	Amount	GL Unit	Account
1	Open	4480	1.0000	100.00	240,000.00	BOSTN	52940

Dept	Fund	Program	Class	Budget Ref
231100	200	508F	2106	2017

Open QTY	Project	Open Amt
0.0000	HLS17002	240000.000

GL Base Amount	Currency	Sequence	Capitalize
240,000.00	USD	0	N

#6087995

MSP



STANDARD CONTRACT AMENDMENT CITY OF BOSTON

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

Original Contract Details

Description/Scope of Services: Contractor shall provide teh Metro Boston Homeland Security Region automated positioning for relevant cameras (pan, tilt, zoom) using the capabilities already provided by the existing FLIR camera.	
Contract ID: 45406	Procurement Type: MA State Contract FAC64
Vendor/Contractor Details	
Vendor Name: Lan-Tel Communications, Inc.	Vendor ID: 19146

Amendment Details

Amendment Number: 1	Amendment Version: 1
Reason for Amendment: FAC64 Contract with Lan-Tel renewed until 5/31/19	
Amendment Amount: \$0	Previous Not To Exceed Amt: \$240,000
New Not To Exceed Amt: \$240,000	Previous End Date: 5/31/2018
New End Date: 1/31/2019	
Begin Date: 2/1/2018	
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 AWARDDING ANOTHER CONTRACT.
<i>CS</i> 		
SIGNATURE	SIGNATURE	SIGNATURE
	President/CEO	4/27/18
DATE	TITLE	DATE
	4/11/2018	
	DATE	

APPROVED:

Martin J. Walsh 4/24/18
Mayor *TL* 4/30/18

ASSENTED TO (IF APPLICABLE):

Surety Company:
By: Attorney-in-Fact

(Affix Surety Company Corporate Seal)

EXECUTED

B TL



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



FOR LAW DEPARTMENT REVIEW

April 11, 2018

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

Dear Mayor,

Your Honor's permission is hereby requested to award a contract to Lan-Tel Communications at 1400 Providence Highway, Suite 3100, Norwood, MA 02062 to set up automated positioning for relevant cameras. This would be provided to the Metro Boston Homeland Security Region to the Mayor's Office of Emergency Management for the period February 1, 2018 through May 31, 2018.

This contract is in compliance with the provisions of MGL Chapter 30B because it involves a purchase through a contract with the Commonwealth of Massachusetts and the solicitation requirements set forth under the contract user guide for FAC64 were met. The relevant provisions of state contract are incorporated by reference into this contract. Lan-Tel Communications Inc. has agreed to continue their services with 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 setting up automated positioning of the equipment. The contract end date shall be extended to January 31, 2019. The contract shall not exceed \$240,000 (two hundred forty thousand dollars) which I have determined to be reasonable.

Sincerely,

Rene Fielding
Director
Mayor's Office of Emergency Management (OEM)



STANDARD CONTRACT DOCUMENT
CITY OF BOSTON

(FORM CM 10)

CONTRACT ID: 45406

Contractor Legal Name: Lan-Tel Communications Inc. (and d/b/a):	City Department Name: Mayor's Office of Emergency Management Department Head: <u>Rene Fielding</u>
Contractor Address: 1400 Providence Highway Suite 3100 Norwood, MA 02062	Mailing Address:
Contractor Vendor ID: 000019146	Billing Address (if different):

ACCOUNT	FUND	DEPT ID	PROGRAM	CLASS	PROJECT	BUD REF	FUNCTION	AMOUNT
52900	200	231100	508J	2106	HLS17002	2016		\$ 240,000
								\$
								\$
								\$
								\$

Contract Details

Description/Scope of Services: (Attach supporting documentation)

Contractor shall provide the Metro Boston Homeland Security Region automated positioning for relevant cameras (pan, tilt, zoom or PTZ) using the capabilities already provided by the existing FLIR camera. Pursuant to Massachusetts Statewide contract #FAC64 the terms and conditions of which are incorporated herein.

Begin Date: 2/1/2018

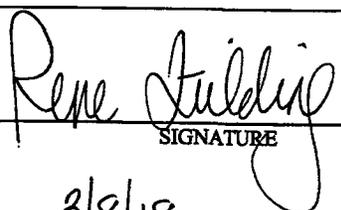
End Date: 5/31/2018

Rate: \$

Not to Exceed Amount: \$ 240,000 Two-Hundred Forty Thousand

(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 \$ 240,000 Two-Hundred Forty Thousand	 SIGNATURE	 SIGNATURE
 SIGNATURE	President/CEO TITLE	3/8/18 DATE
2/6/18 DATE	2/5/18 DATE	



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



FOR LAW DEPARTMENT REVIEW

February 13, 2018

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

Dear Mayor,

Your Honor's permission is hereby requested to award a contract to Lan-Tel Communications at 1400 Providence Highway, Suite 3100, Norwood, MA 02062 to set up automated positioning for relevant cameras. This would be provided to the Metro Boston Homeland Security Region to the Mayor's Office of Emergency Management for the period February 1, 2018 through May 31, 2018.

This contract is in compliance with the provisions of MGL Chapter 30B because it involves a purchase through a contract with the Commonwealth of Massachusetts and the solicitation requirements set forth under the contract user guide for FAC64 were met. The relevant provisions of state contract are incorporated by reference into this contract.

Because Lan-Tel Communications has agreed to set up automated positioning for relevant cameras at the same cost provided under its contract with the Commonwealth and because further public advertising would serve no purpose and I consider the cost to be reasonable, I recommend the award of this contract as follows:

Contract #	Vendor	State Contract #	Contract Amount
45406	Lan-Tel Communications	FAC64	Not-to exceed Two-Hundred Forty Thousand (\$240,000)

Sincerely,

Rene Fielding
Rene Fielding
Director
Mayor's Office of Emergency Management (OEM)

APPROVED

**Martin J. Walsh
Mayor of Boston**

By *Martin J. Walsh*
to 3/8/18

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

CITY OF BOSTON

STANDARD CONTRACT GENERAL CONDITIONS

ARTICLE 1 – DEFINITION OF TERMS:

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

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

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

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

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

ARTICLE 2 – PERFORMANCE:

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

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

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

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

ARTICLE 3 – ACCEPTANCE OF GOODS OR SERVICES:

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

ARTICLE 4 – TIME:

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

ARTICLE 5 – COMPENSATION:

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

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

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

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

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

ARTICLE 6 – RELATIONSHIP WITH THE CITY

6.1 The Contractor is retained solely for the purposes of and to the extent set forth in this Contract. Contractor's relationship to the City during the term of this Contract shall be that of an independent Contractor. The Contractor shall have no capacity to involve the City in any contract nor to incur any liability on the part of the City. The Contractor, its agents or employees shall not be considered as having the status or pension rights of an employee; provided that the Contractor shall be considered an employee for the purpose of General Laws c. 268A (the Conflict of Interest Law). The City shall not be liable for any personal injury to or death of the Contractor, its agents or employees.

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

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

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

ARTICLE 7 – ASSUMPTION OF LOSS AND LIABILITY:

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

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

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

ARTICLE 8 – REMEDIES OF THE CITY:

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

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

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

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

ARTICLE 9 – REMEDIES OF CONTRACTOR:

9.1 If damages, other than loss on nonconforming services or on services not performed, are actually sustained by the Contractor due to any act or material omission for which the City is legally responsible, the City may allow a sum equal to the amount of such damages sustained by the Contractor as determined by the Official in writing, provided the Contractor shall have delivered to the Official a detailed written statement of such damages and cause thereof within thirty (30) days after the act or material omission by the City.

ARTICLE 10 – PROHIBITION AGAINST ASSIGNMENT:

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

ARTICLE 11 – COMPLIANCE WITH LAWS AND PUBLIC POLICY:

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

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

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

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

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

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

11.7 In furtherance of the Mayor's Executive Order "Minority and Women Business Enterprise Development" dated December 31, 1987 and the Ordinance entitled "Promoting Minority and Women Owned Business Enterprises in the City of Boston" (City of Boston, Chapter IV, Section 4-4), it is understood and agreed by the Contractor, and the Contractor by the execution of this Contract so certifies, as follows: (1) That the Contractor shall actively solicit bids for the subcontracting of goods and services from certified minority and women businesses; (2) That in reviewing substantially equal proposals the Contractor shall give additional consideration to the award of subcontracts to certified minority and women bidders.

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

11.9 The Contractor certifies that neither it nor any of its subcontractors have been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c149, c151, or the Fair Labor Standards Act within three (3) years prior to the date of the Contract; or certifies that it has provided copies of any and all of the above to the Official prior to the date of the Contract and

any required wage bond or insurance; and certifies that while the Contract is in effect, it will report any instance of the above to the Official within five (5) days of Contractor's receipt. The Contractor agrees and shall require any subcontractor to post in conspicuous places notices to be provided by the City, informing employees of the protections of applicable local, state, and federal law.

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

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

ARTICLE 12 – AVAILABLE APPROPRIATION:

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

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

12.3 If 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 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
September 2017

CITY OF BOSTON

SUPPLEMENTAL INFORMATION TECHNOLOGY¹ TERMS AND CONDITIONS TO FORM CM11

The following terms and conditions are added to the City of Boston Standard Contract General Conditions (Form CM11), to the extent permitted by law, for purposes of Contract number 45406 between the City of Boston and Ian-Tel Communications:

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

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

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

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

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

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

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

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

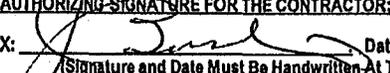
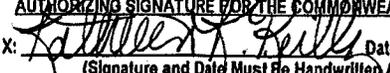
mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized. City may access and download the Data during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

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

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANE), 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):		COMMONWEALTH DEPARTMENT NAME: Operational Services Division MMARS Department Code: OSD	
Legal Address: (W-9, W-4, T&C): 1400 BOSTON PROVIDENCE TPKE, STE 3100, NORWOOD, MA 02062-5028		Business Mailing Address: 1 Ashburton Place, Rm 1017, Boston, MA 02108	
Contract Manager: Kate Waldron		Billing Address (if different):	
E-Mail: kwaldron@lan-tel.com		Contract Manager: Ashish Patel	
Phone: 781-551-8599	Fax:	E-Mail: ashish.s.patel@state.ma.us	
Contractor Vendor Code: VC6000177274, MMARS Line # 3		Phone: 617-720-3190	Fax: 617-727-4527
Vendor Code Address ID (e.g. "AD001"): AD (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): FAC64	
<u> </u> NEW CONTRACT		<u> X </u> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <u> </u> Statewide Contract (OSD or an OSD-designated Department) <u> </u> Collective Purchase (Attach OSD approval, scope, budget) <u> </u> Department Procurement (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <u> </u> Emergency Contract (Attach justification for emergency, scope, budget) <u> </u> Contract Employee (Attach Employment Status Form , scope, budget) <u> </u> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date Prior to Amendment: <u> </u> May 31, 2018 Enter Amendment Amount: \$ <u> No Change </u> (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <u> X </u> Amendment to Scope or Budget (Attach updated scope and budget) <u> </u> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <u> </u> Contract Employee (Attach any updates to scope or budget) <u> </u> 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. <u> X </u> Commonwealth Terms and Conditions <u> </u> 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. <u> X </u> 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.) <u> </u> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ <u> </u>			
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> </u> agree to standard 45 day cycle <u> </u> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <u> </u> 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.) The Commonwealth of Massachusetts, through the Operational Services Division, proposes to exercise the remaining renewal option for up to one year. The new End Date will be the earlier of 05/31/2019 or the Start Date of the replacement Statewide Contract, ITG71.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <u> X </u> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . <u> </u> 2. may be incurred as of <u> </u> 20 <u> </u> , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . <u> </u> 3. were incurred as of <u> </u> 20 <u> </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> </u> May 31, 2019 , 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 , this 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 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.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X:  Date: <u> </u> 11/3/18	X:  Date: <u> </u> 1/29/18		
(Signature and Date Must Be Handwritten At Time of Signature)		(Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u> </u> Joseph H. Rodio	Print Name: <u> </u> Kathleen Kelly		
Print Title: <u> </u> President/CEO	Print Title: <u> </u> Deputy Assistant Secretary		



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 1/8/19

OFFICE OF EMERGENCY MANAGEMENT
1 CITY HALL SQUARE
ROOM 204
ATTN SARAH PLOWMAN
BOSTON, MA 02201

INVOICE ID: 9918512
DRAW ID: 2
DATE: December 31, 2018

CONTRACT ID: 18-0097-20
FATPOT INTEGRATION-BostonOffice
LOCATION:

SALESPERSON:
CUSTOMER ID: BOSTOEM
PO #: BOSTN0000687995
Terms: Net 0

FOR WORK PERFORMED: PER DECEMBER 13, 2017 PROPOSAL: 1) Phase IVB Milestone 2: fusion PLATFORM customizations Deliverable: Geo Coding services, Watchdog services, SQL adapter logging Acceptance Criteria: TELLUS demonstrates: - a functional Watchdog service as described in section 2.2.1 - a functional Geo Coding service as described in section 2.2.2 - a functional SQL Adapter as described in section 2.2.3

2) Phase IVB Milestone 3: fusion PLATFORM customizations Deliverable: 1st Agency connection Acceptance Criteria: TELLUS demonstrates that the 1st agency's CAD is connected to the fusion PLATFORM and that all relevant real-time CAD incidents PO # BOSTN-0000687995.

BILLING IN THE AMOUNT OF: PHASE IVB MILESTONE 2 \$30,000.00
PHASE IVB MILESTONE 3 20,000.00
PROJECT MANAGEMENT 10,000.00
TOTAL \$60,000.00

ATTN: SARAH PLOWMAN
AMOUNT DUE THIS INVOICE

\$60,000.00

OK to pay
1/8/19 SP

OK
BY
1/8/19

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

0* *

3,000.00 +
20,000.00 +
10,000.00 +
60,000.00 *c

Uke-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 2/22/19

OFFICE OF EMERGENCY MANAGEMENT
1 CITY HALL SQUARE
ROOM 204
ATTN SARAH PLOWMAN
BOSTON, MA 02201

INVOICE ID: 9918700
DRAW ID: 5
DATE: February 21, 2019

CONTRACT ID: 18-0097-20
FATPOT INTEGRATION-BostonOffice
LOCATION:

SALESPERSON:
CUSTOMER ID: BOSTOEM
PO #: BOSTN0000687995
Terms: Net 0

SEE ATTACHED:

AMOUNT DUE THIS INVOICE

\$49,600.00

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

SP ok to pay
2/22/19

OK
BJ
2/22/19

v16-2.2 CIMS



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

FOR WORK PERFORMED: PER DECEMBER 13, 2017 PROPOSAL: 1) Phase IVA Milestone 3: Acceptance of Incident Based Camera Controls Deliverable: Incident Based Camera Control Capabilities Acceptance Criteria: Incident based camera control capabilities are deployed to the Boston fusion PLATFORM hub and the minimum number of VMS servers have been configured and are operational as described in section 2.1.7.

PO # BOSTN-0000687995

BILLING IN THE AMOUNT OF: PHASE IVA,M3	\$34,600.00
PROJECT MANAGEMENT	<u>15,000.00</u>
TOTAL	<u>\$49,600.00</u>

ATTN: SARAH PLOWMAN

0* *

34,600.00 +
15,000.00 +
49,600.00



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-0000687995	2018-02-21	1 -
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: 000000000000000000045406

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	FATPOT	1.00	EA	240000.00	240000.00	03/19/2018
				Attention: Scott Wilder		
	52940-200-231100-508F-2106-2017-HLS17002	1.00				

POC: Jessica Jones
Jessica.jones@boston.gov/6176351350
U16 2.2 CIMS Maintenance

Total PO Amount

****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	
Michele M. Bilodeau	Sally Glora	7/1/2019
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

SP 4/25/19



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

OFFICE OF EMERGENCY MANAGEMENT
1 CITY HALL SQUARE
ROOM 204
ATTN SARAH PLOWMAN
BOSTON, MA 02201

INVOICE ID: 9918967
DRAW ID: 6
DATE: April 25, 2019

CONTRACT ID: 18-0097-20
FATPOT INTEGRATION-BostonOffice
LOCATION:

SALESPERSON:
CUSTOMER ID: BOSTOEM
PO #: BOSTN0000687995
Terms: Net 0

SEE ATTACHED:

AMOUNT DUE THIS INVOICE

\$24,721.00

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

OK to pay
SP 4/25/19

OK
BS
4/24/19

U16-2.2 CIMS



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

FOR WORK PERFORMED: PER DECEMBER 13, 2017 PROPOSAL: For work completed for project task IVA

PO # BOSTN-0000687995

BILLING IN THE AMOUNT OF: PHASE IVA	\$24,721.00
PROJECT MANAGEMENT	<u>0.00</u>
TOTAL	\$24,721.00

ATTN: SARAH PLOWMAN



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
APPROVED AS ORIGINAL
SP 6/28/19

OFFICE OF EMERGENCY MANAGEMENT
1 CITY HALL SQUARE
ROOM 204
ATTN SARAH PLOWMAN
BOSTON, MA 02201

INVOICE ID: 9919250
DRAW ID: 7
DATE: June 27, 2019

CONTRACT ID: 18-0097-20
FATPOT INTEGRATION-BostonOffice
LOCATION:

SALESPERSON:
CUSTOMER ID: BOSTOEM
PO #: BOSTN0000687995
Terms: Net 0

SEE ATTACHED:

AMOUNT DUE THIS INVOICE

\$31,159.00

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

OK to pay
SP 6/28/19
OK to pay
JLH 6/28/19

V16-2.2 EIMS



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

FOR WORK PERFORMED: PER DECEMBER 13, 2017 PROPOSAL: For work completed for project task IVA

PO # BOSTN-0000687995

BILLING IN THE AMOUNT OF: PHASE IVB	\$16,159.00
PROJECT MANAGEMENT	<u>15,000.00</u>
TOTAL	\$31,159.00

ATTN: SARAH PLOWMAN

0* *

16,159.00	+
15,000.00	+
31,159.00	*0



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

OFFICE OF EMERGENCY MANAGEMENT
1 CITY HALL SQUARE
ROOM 204
ATTN JESSICA JONES
BOSTON, MA 02201

INVOICE ID: 9917607
DRAW ID: 255
DATE: April 30, 2018

CONTRACT ID: 18-0097-20
FATPOT INTEGRATION-BostonOffice
LOCATION:

SALESPERSON:
CUSTOMER ID: BOSTOEM
PO #: BOSTN-000068799
Terms: Net 0

WORK PERFORMED PHASE IVA MILESTONE 1: 3RD PARTY INVOICING. DELIVERABLE: ENGAGEMENT OF FLIR TECHNICAL SERVICES. ACCEPTANCE CRITERIA: RECIEVED INVOICE FROM FLIR FOR TECHNICAL SERVICES. PO # BOSTN-0000687995.

AMOUNT DUE: \$ 23,000.00

ATTN: JESSICA JONES

AMOUNT DUE THIS INVOICE

\$23,000.00

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

APPROVED AS ORIGINAL

JJ 5/14/18

U16-2.2 CMS

Okay to pay
5/14/18

J

MB
5/10/18



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

APPROVED AS ORIGINAL

SP 11/13/18

OFFICE OF EMERGENCY MANAGEMENT
 1 CITY HALL SQUARE
 ROOM 204
 ATTN SARAH PLOWMAN
 BOSTON, MA 02201

INVOICE ID: 9918313
 DRAW ID: 1
 DATE: October 31, 2018

CONTRACT ID: 18-0097-20
 LOCATION: FATPOT INTEGRATION-BostonOffice

SALESPERSON:
 CUSTOMER ID: BOSTOEM
 PO #: BOSTN0000687995
 Terms: Net 0

FOR WORK PERFORMED: PER DECEMBER 13, 2017 PROPOSAL 1) AMOUNT DUE PHASE IVA, MILESTONE 2 PROFESSIONAL DESIGN, PROJECT MANAGEMENT AND IMPLEMENTATION \$41,520.00 OF \$68,625.00. 2) AMOUNT DUE PHASE IVB, MILESTONE 1 GEOCODING INTERFACE \$10,000.00 PO# BOSTN-0000687995.

BILLING IN THE AMOUNT OF:	PHASE IVA	\$41,520.00
	PHASE IVB	10,000.00
	TOTAL	\$51,520.00

ATTN: SARAH PLOWMAN

AMOUNT DUE THIS INVOICE

OK BJ 11/15/18
\$51,520.00

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

*OK to pay
 SP 11/13/18*

0- *

41,520.00 +
 10,000.00 +
 51,520.00 +0

016-2.2 CIMS Maintenance/Enhancements