



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

APPROVED AS ORIGINAL  
SP 9/14/18

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

INVOICE ID: 9918020  
DRAW ID: 7  
DATE: August 25, 2018

CONTRACT ID: 18-5901-25  
PSNET 2018 2019-AuditingDepart  
LOCATION:

SALESPERSON:  
CUSTOMER ID: COBOSAU  
PO #: 0000692486  
Terms: Net 0

WORK PERFORMED FOR BI-WEEKLY PERIOD OF AUGUST 12, 2018 TO AUGUST 25, 2018

PSNET SUPPORT SERVICES FROM JULY 01, 2018 TO JUNE 30, 2019

PO # BOSTN-0000692486 CONTRACT ID 0000000000000000000046136

BI-WEEKLY BILLING IN THE AMOUNT OF: \$40,700.00

ATTN: SARAH PLOWMAN

AMOUNT DUE THIS INVOICE

\$40,700.00

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

OK to pay  
SP 9/14/18

OK  
BJ  
9/14/18

016-4.1 PSnet  
Receipt # 484796

APPROVED AS ORIGINAL

8/24/18 SP



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Norwood, MA 02062  
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CITY OF BOSTON AUDITING DEPT.  
ATTN: ACCOUNTS PAYABLE  
ONE CITY HALL - ROOM M-4  
BOSTON, MA 02201

INVOICE ID: 9917970  
DRAW ID: 5  
DATE: July 28, 2018

CONTRACT ID: 18-5901-25  
PSNET 2018 2019-AuditingDepart  
LOCATION:

SALESPERSON:  
CUSTOMER ID: COBOSAU  
PO #: 0000692486  
Terms: Net 0

WORK PERFORMED FOR BI-WEEKLY PERIOD OF JULY 15, 2018 TO JULY 28, 2018

PSNET SUPPORT SERVICES FROM JULY 01, 2018 TO JUNE 30, 2019

PO # BOSTN-0000692486 CONTRACT ID 00000000000000000000000046136

BI-WEEKLY BILLING IN THE AMOUNT OF: \$40,700.00

ATTN: SARAH PLOWMAN

AMOUNT DUE THIS INVOICE

\$40,700.00

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

OK to pay  
SP 8/24/18

OK-BJ  
8/27/18

016-4.1 Psnet/Interop Tech Support

**Summary of Activity**

Vendor	Total
Interisle Consulting Group LLC	\$25,384.62
Skywave	\$4,615.38
LAN-TEL Technicians	\$8,000.00
LAN-TEL Project Management	\$2,700.00
<b>Subtotal</b>	<b>\$40,700.00</b>
Materials	0
<b>Billing for July 15th through July 28th</b>	<b>\$40,700.00</b>

0\*

25,384.62 +  
4,615.38 +  
8,000.00 +  
2,700.00 +  
**40,700.00**



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SP 9/14/18

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

INVOICE ID: 9918016  
DRAW ID: 6  
DATE: August 11, 2018

CONTRACT ID: 18-5901-25  
PSNET 2018 2019-AuditingDepart  
LOCATION:

SALESPERSON:  
CUSTOMER ID: COBOSAU  
PO #: 0000692486  
Terms: Net 0

WORK PERFORMED FOR BI-WEEKLY PERIOD OF JULY 29, 2018 TO AUGUST 11, 2018

PSNET SUPPORT SERVICES FROM JULY 01, 2018 TO JUNE 30, 2019

PO # BOSTN-0000692486 CONTRACT ID 000000000000000000046136

BI-WEEKLY BILLING IN THE AMOUNT OF: \$40,700.00

ATTN: SARAH PLOWMAN

AMOUNT DUE THIS INVOICE

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

\$40,700.00

OK BJ  
9/14/18

OK to pay  
SP 9/14/18

U16-4.1  
Receipt # 484792



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SP 2/22/19

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

INVOICE ID: 9918705  
DRAW ID: 20  
DATE: February 22, 2019

CONTRACT ID: 18-5901-25  
PSNET 2018 2019-AuditingDepart  
LOCATION:

SALESPERSON:  
CUSTOMER ID: COBOSAU  
PO #: 0000692486  
Terms: Net 0

WORK PERFORMED FOR BI-WEEKLY PERIOD JANUARY 27, 2019 TO FEBRUARY 9, 2019.

PSNET SUPPORT SERVICES FROM JULY 01, 2018 TO JUNE 30, 2019

PO # BOSTN-0000692486 CONTRACT ID 00000000000000000000046136

BI-WEEKLY BILLING IN THE AMOUNT OF: \$40,700.00

ATTN: SARAH PLOWMAN

AMOUNT DUE THIS INVOICE

**\$40,700.00**

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

OK to pay  
SP 2/22/19

Ok  
BT  
2/22/19

016-4.1 PSnet

APPROVED AS ORIGINAL

SP 10/29/18



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

INVOICE ID: 9918225  
DRAW ID: 10  
DATE: October 29, 2018

CONTRACT ID: 18-5901-25  
PSNET 2018 2019-AuditingDepart  
LOCATION:

SALESPERSON:  
CUSTOMER ID: COBOSAU  
PO #: 0000692486  
Terms: Net 0

WORK PERFORMED FOR BI-WEEKLY PERIOD OF SEPTEMBER 23, 2018 TO OCTOBER 06, 2018

PSNET SUPPORT SERVICES FROM JULY 01, 2018 TO JUNE 30, 2019

PO # BOSTN-0000692486 CONTRACT ID 0000000000000000000046136

BI-WEEKLY BILLING IN THE AMOUNT OF: \$40,700.00

ATTN: SARAH PLOWMAN

AMOUNT DUE THIS INVOICE

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

**\$40,700.00**

Ok to pay  
SP 10/29/18

OK  
BJ  
10/30/18

U16-4.1 PSnet / Interop Technical Support



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SP 10/5/18

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

INVOICE ID: 9918120  
DRAW ID: 9  
DATE: September 22, 2018

CONTRACT ID: 18-5901-25  
PSNET 2018 2019-AuditingDepart  
LOCATION:

SALESPERSON:  
CUSTOMER ID: COBOSAU  
PO #: 0000692486  
Terms: Net 0

WORK PERFORMED FOR BI-WEEKLY PERIOD OF SEPTEMBER 09, 2018 TO SEPTEMBER 22, 2018

PSNET SUPPORT SERVICES FROM JULY 01, 2018 TO JUNE 30, 2019

PO # BOSTN-0000692486 CONTRACT ID 0000000000000000000046136

BI-WEEKLY BILLING IN THE AMOUNT OF: \$40,700.00

ATTN: SARAH PLOWMAN

AMOUNT DUE THIS INVOICE

\$40,700.00

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

OK to pay  
SP 10/5/18

OK  
BT  
10/7/18

V16-4.1 PSnet/Interop Technical Support



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SP 9/14/18

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

INVOICE ID: 9918074  
DRAW ID: 8  
DATE: September 8, 2018

CONTRACT ID: 18-5901-25  
PSNET 2018 2019-AuditingDepart  
LOCATION:

SALESPERSON:  
CUSTOMER ID: COBOSAU  
PO #: 0000692486  
Terms: Net 0

WORK PERFORMED FOR BI-WEEKLY PERIOD OF AUGUST 26, 2018 TO SEPTEMBER 08, 2018

PSNET SUPPORT SERVICES FROM JULY 01, 2018 TO JUNE 30, 2019

PO # BOSTN-0000692486 CONTRACT ID 0000000000000000000046136

BI-WEEKLY BILLING IN THE AMOUNT OF: \$40,700.00

ATTN: SARAH PLOWMAN

AMOUNT DUE THIS INVOICE

\$40,700.00

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

OK  
BJ 9/14/18

OK to pay  
SP 9/14/18

U16-4.1 PSnet  
Receipt # 484855

APPROVED AS ORIGINAL

8/24/18 SP



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

INVOICE ID: 9917969  
DRAW ID: 4  
DATE: Julv 14.2018

CONTRACT ID: 18-5901-25  
PSNET 2018 2019-AuditingDepart  
LOCATION:

SALESPERSON:  
CUSTOMER ID: COBOSAU  
PO #: 0000692486  
Terms: Net 0

WORK PERFORMED FOR BI-WEEKLY PERIOD OF JULY 01, 2018 TO JULY 14, 2018

PSNET SUPPORT SERVICES FROM JULY 01, 2018 TO JUNE 30, 2019

PO # BOSTN-0000692486 CONTRACT ID 0000000000000000000046136

BI-WEEKLY BILLING IN THE AMOUNT OF: \$40,700.00

ATTN: SARAH PLOWMAN

AMOUNT DUE THIS INVOICE

**\$40,700.00**

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

OK to pay  
SP 8/24/18

OK  
DJ  
8/29/18

U16-4.1 PSnet / Interop Tech Support

### Summary of Activity

Vendor	Total
Interisle Consulting Group LLC	\$25,384.62
Skywave	\$4,615.38
LAN-TEL Technicians	\$8,000.00
LAN-TEL Project Management	\$2,700.00
<b>Subtotal</b>	<b>\$40,700.00</b>
Materials	0
<b>Billing for July 1st through July 14th</b>	<b>\$40,700.00</b>

0 \*

25,384.62 +

4,615.38 +

8,000.00 +

2,700.00 +

**40,700.00** \*C

APPROVED AS ORIGINAL

Sep 10/29/18



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

INVOICE ID: 9918226  
DRAW ID: 11  
DATE: October 29, 2018

SALESPERSON:

CONTRACT ID: 18-5901-25  
PSNET 2018 2019-AuditingDepart  
LOCATION:

CUSTOMER ID: COBOSAU  
PO #: 0000692486  
Terms: Net 0

WORK PERFORMED FOR BI-WEEKLY PERIOD OF OCTOBER 07, 2018 TO OCTOBER 20, 2018

PSNET SUPPORT SERVICES FROM JULY 01, 2018 TO JUNE 30, 2019

PO # BOSTN-0000692486 CONTRACT ID 0000000000000000000046136

BI-WEEKLY BILLING IN THE AMOUNT OF: \$40,700.00

ATTN: SARAH PLOWMAN

AMOUNT DUE THIS INVOICE

<b>\$40,700.00</b>
--------------------

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

OK to pay  
SP 10/29/18  
OK  
BJ  
10/30/18

V16-4.1 PS net / Interup Tech Support

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SP 12/18/18



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

INVOICE ID: 9918461  
DRAW ID: 13  
DATE: December 14, 2018

CONTRACT ID: 18-5901-25  
PSNET 2018 2019-AuditingDepart  
LOCATION:

SALESPERSON:  
CUSTOMER ID: COBOSAU  
PO #: 0000692486  
Terms: Net 0

WORK PERFORMED FOR BI-WEEKLY PERIOD OF NOVEMBER 04, 2018 TO NOVEMBER 17, 2018

PSNET SUPPORT SERVICES FROM JULY 01, 2018 TO JUNE 30, 2019

PO # BOSTN-0000692486 CONTRACT ID 0000000000000000000046136

BI-WEEKLY BILLING IN THE AMOUNT OF: \$40,700.00

ATTN: SARAH PLOWMAN

AMOUNT DUE THIS INVOICE

\$40,700.00

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

*OK to pay  
12/18/18 SP*

*OK  
BJ  
12/19/18*

*RECEIPT #498185*

*U16-4.1 PSnet / Interop Tech Support*



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SP 1/2/19

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

INVOICE ID: 9918470  
DRAW ID: 15  
DATE: December 19, 2018

CONTRACT ID: 18-5901-25  
PSNET 2018 2019-AuditingDepart  
LOCATION:

SALESPERSON:  
CUSTOMER ID: COBOSAU  
PO #: 0000692486  
Terms: Net 0

WORK PERFORMED FOR BI-WEEKLY PERIOD OF DECEMBER 02, 2018 TO DECEMBER 15, 2018

PSNET SUPPORT SERVICES FROM JULY 01, 2018 TO JUNE 30, 2019

PO # BOSTN-0000692486 CONTRACT ID 0000000000000000000046136

BI-WEEKLY BILLING IN THE AMOUNT OF: \$40,700.00

ATTN: SARAH PLOWMAN

AMOUNT DUE THIS INVOICE

**\$40,700.00**

OK to pay  
SP 1/2/19

OK  
BJ  
1/2/19

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

U16-4.1 PSnet /Introp Tech Support



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APPROVED AS ORIGINAL

2/4/19 SJP

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

INVOICE ID: 9918602  
DRAW ID: 17  
DATE: January 12, 2019

CONTRACT ID: 18-5901-25  
PSNET 2018 2019-AuditingDepart  
LOCATION:

SALESPERSON:  
CUSTOMER ID: COBOSAU  
PO #: 0000692486  
Terms: Net 0

WORK PERFORMED FOR BI-WEEKLY PERIOD OF DECEMBER 30, 2018 TO JANUARY 12, 2019

PSNET SUPPORT SERVICES FROM JULY 01, 2018 TO JUNE 30, 2019

PO # BOSTN-0000692486 CONTRACT ID 0000000000000000000046136

BI-WEEKLY BILLING IN THE AMOUNT OF: \$40,700.00

ATTN: SARAH PLOWMAN

AMOUNT DUE THIS INVOICE

**\$40,700.00**

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

OK to pay  
SJP 2/4/19

OK  
BT  
2/4/19

U16-4.1 PSnet / Internop Tech. Support



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SP 12/21/18

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

INVOICE ID: 9918462  
DRAW ID: 14  
DATE: December 14, 2018

CONTRACT ID: 18-5901-25  
PSNET 2018 2019-AuditingDepart  
LOCATION:

SALESPERSON:  
CUSTOMER ID: COBOSAU  
PO #: 0000692486  
Terms: Net 0

WORK PERFORMED FOR BI-WEEKLY PERIOD OF NOVEMBER 18, 2018 TO DECEMBER 01, 2018

PSNET SUPPORT SERVICES FROM JULY 01, 2018 TO JUNE 30, 2019

PO # BOSTN-0000692486 CONTRACT ID 0000000000000000000046136

BI-WEEKLY BILLING IN THE AMOUNT OF: \$40,700.00

ATTN: SARAH PLOWMAN

AMOUNT DUE THIS INVOICE

**\$40,700.00**

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

OK to pay SP  
12/21/18

OK  
BT  
12/24/18

016-4.1 PSnet/Interop Tech Support



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APPROVED AS ORIGINAL

SP 6/7/19

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

INVOICE ID: 9919118  
DRAW ID: 34  
DATE: May 31, 2019

CONTRACT ID: 18-5901-25  
PSNET 2018 2019-AuditingDepart  
LOCATION:

SALESPERSON:  
CUSTOMER ID: COBOSAU  
PO #: 0000692486  
Terms: Net 0

WORK PERFORMED FOR BI-WEEKLY PERIOD MAY 05, 2019 TO MAY 18, 2019.

PSNET SUPPORT SERVICES FROM JULY 01, 2018 TO JUNE 30, 2019

PO # BOSTN-0000692486 CONTRACT ID 0000000000000000000046136

BI-WEEKLY BILLING IN THE AMOUNT OF: \$40,700.00

ATTN: SARAH PLOWMAN

AMOUNT DUE THIS INVOICE

\$40,700.00

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

OK to pay  
SP 6/7/19

OK to pay  
JM 6/17/19

U16-4.1 PSnet



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APPROVED AS ORIGINAL

SP 4/4/19

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

INVOICE ID: 9918896  
DRAW ID: 28  
DATE: March 31, 2019

CONTRACT ID: 18-5901-25  
PSNET 2018 2019-AuditingDepart  
LOCATION:

SALESPERSON:  
CUSTOMER ID: COBOSAU  
PO #: 0000692486  
Terms: Net 0

WORK PERFORMED FOR BI-WEEKLY PERIOD FEBRUARY 24, 2019 TO MARCH 09, 2019.

*MBHSR*

PSNET SUPPORT SERVICES FROM JULY 01, 2018 TO JUNE 30, 2019

PO # BOSTN-0000692486 CONTRACT ID 0000000000000000000046136

BI-WEEKLY BILLING IN THE AMOUNT OF: \$40,700.00

ATTN: SARAH PLOWMAN

AMOUNT DUE THIS INVOICE

**\$40,700.00**

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

*OK to pay  
SP 4/4/19*

*OK  
DJ  
4/4/19*

*U16-4.1 PSnet*



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APPROVED AS ORIGINAL  
SP 11/23/18

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

INVOICE ID: 9918324  
DRAW ID: 12  
DATE: November 16, 2018

CONTRACT ID: 18-5901-25  
PSNET 2018 2019-AuditingDepart  
LOCATION:

SALESPERSON:  
CUSTOMER ID: COBOSAU  
PO #: 0000692486  
Terms: Net 0

WORK PERFORMED FOR BI-WEEKLY PERIOD OF OCTOBER 21, 2018 TO NOVEMBER 03, 2018

PSNET SUPPORT SERVICES FROM JULY 01, 2018 TO JUNE 30, 2019

PO # BOSTN-0000692486 CONTRACT ID 0000000000000000000046136

BI-WEEKLY BILLING IN THE AMOUNT OF: \$40,700.00

ATTN: SARAH PLOWMAN

AMOUNT DUE THIS INVOICE

**\$40,700.00**

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

OK to pay  
SP 11/23/18

OK  
BJ  
11/25/18/11

U16-4.1 PSnet /Interop Tech Support



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APPROVED AS ORIGINAL

1/14/19 SP

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

INVOICE ID: 9918560  
DRAW ID: 16  
DATE: December 31, 2018

CONTRACT ID: 18-5901-25  
PSNET 2018 2019-AuditingDepart  
LOCATION:

SALESPERSON:  
CUSTOMER ID: COBOSAU  
PO #: 0000692486  
Terms: Net 0

WORK PERFORMED FOR BI-WEEKLY PERIOD OF DECEMBER 16, 2018 TO DECEMBER 29, 2018

PSNET SUPPORT SERVICES FROM JULY 01, 2018 TO JUNE 30, 2019

PO # BOSTN-0000692486 CONTRACT ID 0000000000000000000046136

BI-WEEKLY BILLING IN THE AMOUNT OF: \$40,700.00

ATTN: SARAH PLOWMAN

AMOUNT DUE THIS INVOICE

\$40,700.00

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

ac to pay  
SP 1/14/19

OK  
BT  
1/18/19

016-4.1 PSnet / Interop Tech Support



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APPROVED AS ORIGINAL

*SP 2/11/19*

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

INVOICE ID: 9918608  
DRAW ID: 18  
DATE: January 29, 2019

CONTRACT ID: 18-5901-25  
PSNET 2018 2019-AuditingDepart  
LOCATION:

SALESPERSON:  
CUSTOMER ID: COBOSAU  
PO #: 0000692486  
Terms: Net 0

WORK PERFORMED FOR BI-WEEKLY PERIOD JANUARY 13, 2019 TO JANUARY 26, 2019.

PSNET SUPPORT SERVICES FROM JULY 01, 2018 TO JUNE 30, 2019

PO # BOSTN-0000692486 CONTRACT ID 0000000000000000000046136

BI-WEEKLY BILLING IN THE AMOUNT OF: \$40,700.00

ATTN: SARAH PLOWMAN

AMOUNT DUE THIS INVOICE

**\$40,700.00**

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

*ac to pay  
SP 2/11/19  
ac  
BT  
2/11/19*

*016-4.1 PSnet/Interop Tech Support*



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www.lan-tel.com

SP 4/4/19

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

INVOICE ID: 9918895  
DRAW ID: 27  
DATE: March 31, 2019

CONTRACT ID: 18-5901-25  
PSNET 2018 2019-AuditingDepart  
LOCATION:

SALESPERSON:  
CUSTOMER ID: COBOSAU  
PO #: 0000692486  
Terms: Net 0

WORK PERFORMED FOR BI-WEEKLY PERIOD FEBRUARY 10, 2019 TO FEBRUARY 23, 2019.

PSNET SUPPORT SERVICES FROM JULY 01, 2018 TO JUNE 30, 2019

PO # BOSTN-0000692486 CONTRACT ID 0000000000000000000046136

BI-WEEKLY BILLING IN THE AMOUNT OF: \$40,700.00

ATTN: SARAH PLOWMAN

AMOUNT DUE THIS INVOICE

\$40,700.00

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

MBHSR  
OK to pay  
al SP 4/4/19  
BT  
4/4/19

U16-4.1 PSnet



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

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

APPROVED AS ORIGINAL

SP 4/17/19

INVOICE ID: 9918897  
DRAW ID: 29  
DATE: March 31.2019

SALESPERSON:

CONTRACT ID: 18-5901-25  
PSNET 2018 2019-AuditingDepart

CUSTOMER ID: COBOSAU  
PO #: 0000692486  
Terms: Net 0

LOCATION:

WORK PERFORMED FOR BI-WEEKLY PERIOD MARCH 10, 2019 TO MARCH 23, 2019.

PSNET SUPPORT SERVICES FROM JULY 01, 2018 TO JUNE 30, 2019

PO # BOSTN-0000692486 CONTRACT ID 000000000000000000046136

BI-WEEKLY BILLING IN THE AMOUNT OF: \$40,700.00

ATTN: SARAH PLOWMAN

AMOUNT DUE THIS INVOICE

**\$40,700.00**

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

OK to pay  
SP 4/17/19

OK  
BT  
4/17/19

016-41 PSnet/INTEROP



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SP 6/28/19

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

INVOICE ID: 9919261  
DRAW ID: 35  
DATE: June 28.2019

CONTRACT ID: 18-5901-25  
PSNET 2018 2019-AuditingDepart  
LOCATION:

SALESPERSON:  
CUSTOMER ID: COBOSAU  
PO #: 0000692486  
Terms: Net 0

WORK PERFORMED FOR BI-WEEKLY PERIOD MAY 19, 2019 TO JUNE 01, 2019.

*MBHSR* PSNET SUPPORT SERVICES FROM JULY 01, 2018 TO JUNE 30, 2019

PO # BOSTN-0000692486 CONTRACT ID 0000000000000000000046136

BI-WEEKLY BILLING IN THE AMOUNT OF: \$40,700.00

ATTN: SARAH PLOWMAN

AMOUNT DUE THIS INVOICE

**\$40,700.00**

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  
M 6/28/19*

*U16-4.1 PSnet*



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SP 6/7/19

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Norwood, MA 02062  
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www.lan-tel.com

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

INVOICE ID: 9919117  
DRAW ID: 33  
DATE: May 31.2019

CONTRACT ID: 18-5901-25  
PSNET 2018 2019-AuditingDepart  
LOCATION:

SALESPERSON:  
CUSTOMER ID: COBOSAU  
PO #: 0000692486  
Terms: Net 0

WORK PERFORMED FOR BI-WEEKLY PERIOD APRIL 21, 2019 TO MAY 04, 2019.

PSNET SUPPORT SERVICES FROM JULY 01, 2018 TO JUNE 30, 2019

PO # BOSTN-0000692486 CONTRACT ID 0000000000000000000046136

BI-WEEKLY BILLING IN THE AMOUNT OF: \$40,700.00

ATTN: SARAH PLOWMAN

AMOUNT DUE THIS INVOICE

\$40,700.00

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

OK to pay  
SP 6/7/19  
OK to pay  
TM 6/7/19

Ull-4.1 PSnet



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SP 5/21/19

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

INVOICE ID: 9919051  
DRAW ID: 31  
DATE: April 30, 2019

CONTRACT ID: 18-5901-25  
PSNET 2018 2019-AuditingDept  
LOCATION: MBH SR

SALESPERSON:  
CUSTOMER ID: COBOSAU  
PO #: 0000702482 692482  
Terms: Net 0

WORK PERFORMED FOR BI-WEEKLY PERIOD APRIL 07, 2019 TO APRIL 20, 2019.

PSNET SUPPORT SERVICES FROM JULY 01, 2018 TO JUNE 30, 2019

PO # BOSTN-0000692486 CONTRACT ID 0000000000000000000046136

BI-WEEKLY BILLING IN THE AMOUNT OF: \$40,700.00

ATTN: SARAH PLOWMAN

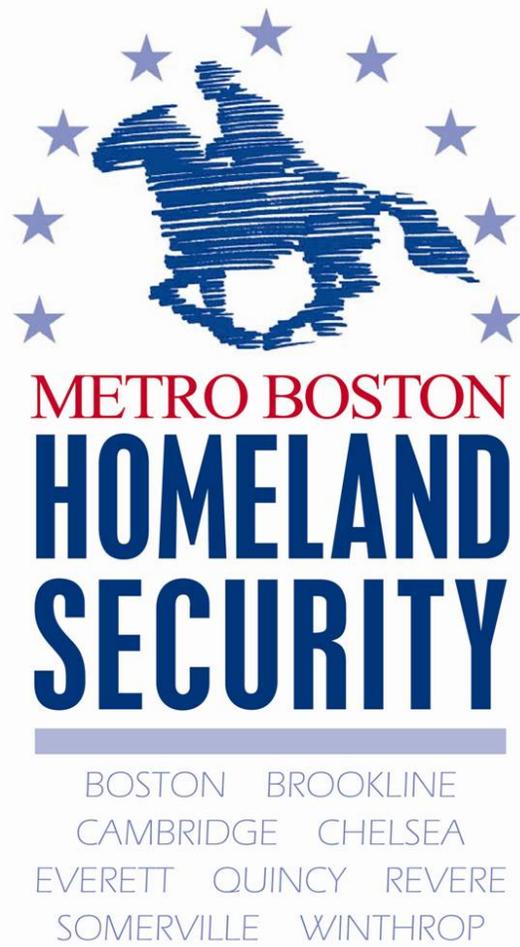
AMOUNT DUE THIS INVOICE

\$40,700.00

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

OK to pay  
NA 5/22/19

116-4.1 Psnet / Interop Tech Support



# REQUEST FOR PROPOSALS FOR PSNET DEVELOPMENT AND MANAGEMENT

**APRIL 2018**

**ADVERTISEMENT**  
**CITY OF BOSTON**

REQUEST FOR PROPOSALS  
FOR A Technical Vendor for Psnet Development and Management  
FOR THE OFFICE OF EMERGENCY MANAGEMENT

FOR ADDITIONAL INFORMATION PLEASE VISIT  
[boston.gov/procurement](http://boston.gov/procurement)  
AND ACCESS EV00005292  
OR CALL Sarah Plowman at 617-635-1400

The City of Boston (“the City”), acting by and through its Director, Office of Emergency Management (“the Official”), requests proposals for a qualified vendor to manage and maintain our public safety network, as particularly set forth in the Request for Proposals, which may be obtained from the City’s purchasing website and Supplier Portal ([boston.gov/procurement](http://boston.gov/procurement)).

Responding to this RFP is voluntary. All costs associated with responding to this RFP, any presentations, and/or demonstrations will be the sole responsibility of the vendor participating in the RFP response.

All proposals shall be submitted in strict conformance with the Request for Proposal (RFP) which may be obtained by visiting [boston.gov/procurement](http://boston.gov/procurement), on or after 12:00 PM., Boston local time, on April 9, 2018. The RFP will remain available until the date and time of the opening of proposals, on April 30, 2018 at 12:00 PM, Boston local time.

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

Offerors have the option of submitting proposals through either (i) the City of Boston’s Supplier Portal [boston.gov/procurement](http://boston.gov/procurement) or (ii) by delivery of two (2) separate sealed envelopes, one containing two (2) copies of the Non-Price Technical Proposal with one (1) marked as the Original, and one (1) electronic copy (thumb drive), labeled as “PSNET 3 - NON-PRICE TECHNICAL PROPOSAL,” and the other containing two (2) copies of the Price Proposal with one (1) marked as the Original, and one (1) electronic copy (thumb drive), labeled as “PSNET 3 - PRICE PROPOSAL.” Under no circumstance shall any price information be included with a Technical Proposal.

If submitting via paper, price and technical proposals shall be submitted **separately** in sealed, clearly labeled envelopes on or before 12:00 PM, Boston local time, on April 30, 2018 to:

Sarah Plowman, Regional Planner  
Office of Emergency Management (OEM)

Boston City Hall, Room 204  
1 City Hall Square  
Boston, MA 02201

***The Official shall reject late proposals. Failure to submit separate sealed price and technical proposals shall result in disqualification of the entire proposal.***

The Official shall not open the proposals publicly, but shall open the technical proposals in the presence of one or more witnesses within twenty-four (24) hours of the above deadline for submission of proposals. The Official may open price proposals later and in any case shall open the price proposals to avoid disclosure to the individuals evaluating the technical proposals.

The term of the contract shall be for one (1) year.

The City reserves the right to reject any and all proposals, or any part or parts thereof, and to award a contract as the Official deems to be in the best interests of the City. This contract shall be subject to the availability of an appropriation therefore, if sufficient funds are not appropriated for the contract in any fiscal year, the Official shall cancel the contract. The maximum time for acceptance of a proposal and the issuance of a written notification of award shall be one hundred eighty (180) days. The award of this contract shall be subject to the approval of the Mayor of Boston.

Rene Fielding,  
Director, Office of Emergency Management

## **SECTION 1 – GENERAL INFORMATION AND PROPOSAL SUBMISSION REQUIREMENTS**

The Mayor's Office of Emergency Management (OEM) on behalf of the Metro Boston Homeland Security Region (MBHSR) is requesting proposals to contract with qualified a technical vendor to engineer, upgrade, maintain, repair, manage and monitor the Public Safety Network (PSnet) infrastructure system. In addition, the contractor may provide equipment and software acquisition services on behalf of OEM for the PSnet system. The MBHSR Communications Interoperability Subcommittee (CIS) has identified a critical need to continue the technical management and development of the existing private, secure, Boston regional PSnet infrastructure that provides interconnection, IP transport, and other backbone and key IT services to an increasing variety of public safety services, systems, and applications.

Please provide your proposals as indicated in the attached Request for Proposals. Please read the entire document before responding or submitting questions. All qualified vendors are encouraged to apply.

**Proposal Due Date:** April 30, 2018 12:00PM Boston local time

**Proposal Subject:** PSnet Development and Management

**RFP Number:** EV00005292

**Return Proposals:**  
Online Submission: Supplier Portal at  
<https://www.boston.gov/departments/procurement/how-use-supplier-portal>

Mail to: Boston City Hall  
Mayor's Office of Emergency Management Room 204  
Attn: Sarah Plowman, Regional Planner  
One City Hall Square  
Boston, MA 02201

Competitive sealed proposals for the services specified will be received via the City of Boston Supplier Portal or via mail to the Mayor's Office of Emergency Management (OEM), at the above specified location, until the time and date cited. Proposals must be in the actual possession of OEM on or prior to the exact time and date indicated above according to OEM's reception area clock. **LATE PROPOSALS WILL NOT BE CONSIDERED.**

### Via Mail

It is mandatory that price and non-price proposals that are mailed be submitted in separate sealed envelopes. Please submit the price and non-price proposals as follows:

A) one (1) price proposal and one (1) electronic copy (thumb drive) in a sealed envelope marked in the lower left corner with the words: **"PSNET 3 – Price Proposal"** as well as the proposer's name and

B) one (1) original and one (1) electronic (thumb drive) of the non-price technical proposal in a sealed envelope or sealed box marked in the lower left corner with the words: **"PSNET 3 – Non-Price Technical Proposal"** as well as the proposer's name.

**Failure to submit separate sealed proposals will result in rejection of the proposal.**

### Via Electronic Submission

To respond through electronic format, please visit the City of Boston's Supplier Portal and access **Event EV00005292**.

**RFP Availability:** An RFP information packet will be available starting at April 9, 2018, 12:00pm online at [www.boston.gov/procurement](http://www.boston.gov/procurement) until 12:00pm April 30, 2018.

This procurement is conducted in conformance with Massachusetts General Law, Chapter 30B.

- The contract will be awarded within ninety (90) days of this proposal opening. This RFP as well as the successful proposer's response will become part of the contract;
- If any changes are made to this RFP, an addendum will be posted via [www.boston.gov/procurement](http://www.boston.gov/procurement). It is the responsibility of interested proposers to check the *City Record* and/or contact Sarah Plowman for addendums and changes to this RFP;
- A proposer may correct, modify, or withdraw a proposal by written notice if received by OEM prior to the time and date set for the proposal opening. Proposal modifications must

be submitted in a sealed envelope clearly labeled “modification No. \_” Each modification must be numbered in sequence and must reference the original RFP;

- After the proposal opening, a proposer may not change any provision of the proposal in a manner prejudicial to the interests of the Metro Boston Homeland Security Region or fair competition. OEM reserves the right to waive any defects, informalities and minor irregularities in the proposals received. If a mistake and the intended correct wording are clearly evident on the face of the proposal document, the mistake will be corrected to reflect the intended correct meaning and the proposer will be notified in writing; the proposer may not withdraw the proposal. A proposer may withdraw a proposal if a mistake is clearly evident on the face of the proposal document, but the intended correct wording is not similarly evident;
- Proposal prices must remain firm for 90 days after the proposal opening;
- Proposals must also include the signed Proposal Signature Page, Contractor Certifications Page (CM-09), Certificate of Authority (CM-06), and Price Proposal page as provided in this RFP.
- You must submit a signed copy of the required forms identified on page 33.
- All proposals must be signed by appropriate, authorized individual or individuals, e.g. if the proposer is a partnership, by the name of the partnership, with the signature of each general partner. If the proposer is a corporation, it must be signed by the authorized officer whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed, or appropriate certificate of authorization.
- OEM shall be under no obligation to return any proposals or materials submitted by a proposer in response to this RFP. All proposals and materials timely submitted by a proposer shall be retained by OEM and shall become the property of OEM.
- The provisions of this RFP are severable and if any provision or provisions shall be determined to be illegal or invalid by a court of competent jurisdiction, such determination shall not impair or otherwise affect any other provision of this RFP.

- All questions and requests for clarification must be received in writing no later than **April 23, 2018 to:**

Sarah Plowman  
Regional Planner  
Boston City Hall  
Office of Emergency Management (OEM), Room 204  
One City Hall Square  
Boston, MA 02201  
[Sarah.plowman@boston.gov](mailto:Sarah.plowman@boston.gov)

- When completed, check off and sign the PROPOSAL CHECKLIST to ensure inclusion of all requested items.
- OEM and the MBHSR reserve the right to cancel all or part of this solicitation. The issuance of this solicitation does not imply any commitment to purchase any product or services from any vendor.
- OEM, acting on behalf of the MBHSR, is the awarding entity that will sign the contract and to whom invoices will be submitted and by whom the contractor will be paid.
- OEM and MBHSR reserve the rights to negotiate the proposed plan for performing the overall work prior to any formal authorization of the contract.
- A selection committee of the MBHSR PSnet Executive Committee (PSNEC), with input from OEM, will judge proposals and recommend a proposer for contract award by OEM.
- The MBHSR PSNEC, in conjunction with OEM, will jointly manage the progress of the contractor's work.

## **SECTION 2 – PROJECT OBJECTIVES AND OVERVIEW**

### **1. Project Objectives**

The purpose of this project is to seek a technical contractor to assist with the planning, implementation, technical support, preventative maintenance, daily routine/corrective maintenance, restoration and/or repair, management and monitoring of PSnet, a network infrastructure of high-speed, redundant, secure fiber and microwave technology based-backbone which interconnects and serves public safety and public service jurisdictions throughout the MBHSR region. The successful vendor will be required to execute a variety of complex and extensive technical management and upgrade services to ensure the resiliency and operability of PSnet.

### **2. Overview**

The Metro Boston Homeland Security Region (MBHSR) is charged with enhancing the region's ability. It serves as the decision-making body for the Urban Area Security Initiative (UASI) program comprised of nine jurisdictions – Boston, Brookline, Cambridge, Chelsea, Everett, Quincy, Revere, Somerville, and Winthrop. The MBHSR has the need to enhance the effectiveness of critical public safety systems and applications by fostering the continued sustainment and development of the PSnet system. Incremental planned and opportunistic additions to the PSnet network providing data, internet, radio, video and VoIP services may continue the expansion.

In 2006, the MBHSR began the PSnet public safety network. MBHSR public safety agencies have established an interconnection which enables them to:

- a. Access each other's existing data and data intensive applications, for example databases used during crime analysis or investigation.
- b. Exchange data messages in real-time, for example to support mutual aid across jurisdictions via computer-aided dispatch.
- c. Enhance the operations and interoperability of existing and planned radio systems.
- d. Use various media to augment existing telephone communications, either for routine communications or for emergency backup.
- e. Develop and support new information sharing applications such as those created for intelligence fusion or emergency operations command.

- f. Access central databases as those maintained in the state Criminal Justice information System (CJIS) or the state Automated Fingerprint Identification System (AFIS).
- g. Serve as a critical, enabling resource for future public safety applications such as wide area mobile data or Next Generation (NG911).

Since then, the PSnet system has undergone several expansion phases to continue the development of the system. See Appendices A & B for representative maps and equipment lists.

### **SECTION 3 – SCOPE OF WORK**

The contractor will assume responsibility for project oversight and technical leadership for PSnet serving various data sharing, common applications, and communications interoperability projects within the MBHSR region which may include but not be limited to:

1. Interconnection of local public safety networks for data sharing among public safety agencies in the region and elsewhere;
2. Support efficient, diversely routed, and redundant access to key central public safety systems such as the Integrated Criminal Justice Information System (ICJIS);
3. Optimize and secure backbone support of the regional/state MUZIC APCO P25 radio and data system;
4. Effectively use and optimize “Loop A” Fiber usage by the partners;
5. Support and secure backbone use for video usage and access including wireless access;
6. Plan and develop shared access by mobile users to carrier facilities;
7. Develop a plan to implement shared internet in times of major local or other internet disruptions;
8. Maintain all PSnet connections throughout the MBHSR;
9. Maintain network management systems and services;
10. Maintain network backbone for the Critical Infrastructure Monitoring system (CIMs);
11. Provide 24 X 7 network monitoring of all PSnet servers and all PSnet services for any problems;
12. Provide automated problem alerts and notifications to MBHSR member agencies as well as maintenance vendors;

13. Provide telephone and email support functions to PSnet representatives and key local IT personnel;
14. Manage relevant and timely software updates (security and maintenance patches);
15. Support data backup services and recovery;
16. Develop and manage security policies, systems and techniques including authentication; maintain PKI (certificates) and other PSnet security measures;
17. Assess and document current PSnet equipment life cycle and replacement costs;
18. Provide senior technical assistance and end user-friendly training for municipal stakeholders;
19. Assist in the development of PSnet policies, standard operating procedures, Memorandum of Understanding and governance guidance;
20. Recommend and procure network devices and software as approved by the PSNEC;
21. Make reports on recommendations for further PSnet development and build-out to include equipment and policy.
22. Ensure the mission-critical readiness of the network
23. Assist in long-term sustainability for PSnet
24. Prepare PSnet to interconnect to NG911 network;
25. Provide VPN site-to-site services and remote access to municipal stakeholders as directed by the PSNEC
26. Perform any other duties as deemed necessary by the PSNEC.

The Contractor will work at the programmatic direction of the PSNEC and under the administrative and financial direction of OEM.

The Contractor shall – as directed by the PSNEC - collaborate with various departments and agencies within and serving MBHSR jurisdictions. These typically include such agencies as the public safety IT divisions and organizations of the law enforcement, fire, EMS, and emergency communications/Public Safety Answering Point entities of the MBHSR jurisdictions; the Executive Office of Public Safety and Security Joint Program Office; the Statewide Interoperability Executive Committee (SIEC), the Integrated Criminal Justice Information System (ICJIS) Program Management Office (PMO), the Massachusetts Department of Transportation (MassDOT) PMO for the MEFTON program, and various other stakeholder agencies and organizations in the ongoing efforts to advance the area's public safety network infrastructure and services.

In addition, the selected contractor will also need to work and collaborate with the selected vendor that supports the Critical Infrastructure Monitoring System (CIMs), a critical camera network systems established for the monitoring of critical infrastructures within the MBHSR jurisdictions. Certain key elements of the CIMs camera system are supported by the network infrastructure of the PSnet system.

The Contractor shall work to provide the most cost-effective solutions to MBHSR, providing that such a solution meets the reliability and availability criteria of a public safety network system. Any and all equipment procurement must be approved by the PSNEC.

Mobility may likely be a part of PSnet development. Some of the plans that have been considered over the past couple of years for PSnet deployment on a regional basis can be directly extended to these new mobile device classes for tablets and smartphones. For example, mobile VPN services should be deployed in a way that supports as many of the new mobile devices as is feasible. Similarly, authentication and access control are becoming essential regional services so that mobility can extend across borders for mutual aid and collaboration. Pursuing this approach should amplify PSnet efforts to return greater value for the metro Boston region. Being able to share some of the results with other regions is a further justification.

If the Contractor fails to perform any of the projects detailed in the scope of work as outlined in this Section 3, OEM reserves the right to withhold payment until such failures are remedied.

#### **SECTION 4 – PROJECT REQUIREMENTS**

Specific requirements and services to be completed include, but not limited to, the following:

1. Technical consulting including requirements analysis, definition and documentation of interoperability standards, defining and testing specifications for network infrastructure, equipment and appliances;
2. Network engineering in support of the PSnet system;

3. Network monitoring, fault identification and real time alarm reporting 24X7, 365 days per year using network monitoring tools as supplied by PSnet (currently Intermapper). An approximate list of the devices that are being monitored can be found in Appendix B.
4. Network operations support to include fault resolution assistance and network administration function performance. Network problem resolution is at times required outside of normal business hours.
5. Project management, including technical or installation services performed by other contractors under separately bid contracts, coordination and support for meetings and communications with stakeholders, state and municipal government agencies and organizations, network asset owners, network operators and other parties that are identified during this engagement, rights and permitting as needed;
6. Procurement support including specifying and ordering equipment on government contracts, and publishing and review of procurement request documents from the MBHSR jurisdictions and partner stakeholders;
7. Furnishing certain necessary equipment, hardware, labor and procedures to support PSnet as approved by the PSNEC;
8. Managing the security design and implementation according to industry standards, insuring various technical standards, configuring device setup and providing other configuration services and training;
9. Managing the collection and dissemination of a variety of types of information and documentation. All documentation is to be stored on the PSnet SharePoint site, unless otherwise directed by the PSNEC. Examples of types of information include:
  - a. Change management notification form: informing PSNEC of planned work on PSnet
  - b. Resource information: maps and tables showing available network and facility resources, including equipment inventories and equipment end of life documentation
  - c. Plans for new applications, facilities expansion or moves and network deployments
  - d. Technical information i.e. addressing plans, “how-to” guides
  - e. Policy information: documented agreements, MOUs statements of policy, etc.
  - f. Project information: weekly status updates of activities

- g. Project participant information (directories)
  - h. Recommendation for next steps and sustainability of system
10. Attendance at monthly or as-needed PSNEC meetings, and at key meetings with agencies and entities. This also includes participation in weekly written status reports and bi-weekly or as-needed conference calls.
11. Infrastructure Startup and network support for applications hosted on or supported through PSnet including FATPOT, BRIC applications including Omega mapping, etc.
12. Planning and technical support for secure mobile devices and applications running over the network.

If the Contractor fails to perform any of the projects detailed in the project requirements as outlined in this Section 4, OEM reserves the right to withhold payment until such failures are remedied.

#### **SECTION 5 – CONTRACTOR EXPERIENCE / QUALIFICATIONS:**

##### **5a. The selected vendor must be able to:**

- a. Demonstrate extensive experience with FIPS 140 compliance;
- b. show proven success involving medium to large Public Safety Network projects;
- c. demonstrate experience in fiber optic network, microwave, and wireless network technologies development;
- d. demonstrate familiarity with technologies and network components used in the PSnet backbone and various Commonwealth and local government Public Safety Network Infrastructure;
- e. demonstrate success in internetworking requirement gathering and analysis;
- f. demonstrate experience in network architectural principles and design;
- g. demonstrate experience in network security requirements and security device operation;
- h. have or quickly achieve an understanding of the complexity of the evolution of the public safety backbone systems and projects with regard to the multiagency/entity interdependencies (i.e. METFON, MBI, Loop A, BoNET, DCJIS, SIMS);

- i. demonstrate an understanding of the critical role of the PSnet backbone in the context of Public Safety Interoperability;
- j. demonstrate adequate technical and financial resources for performance as required;
- k. demonstrate a satisfactory record of performance in past contracts.

## 5b. PSnet Engineering & Support Services Personnel Qualifications

Provide resumes for each person (or persons) that will fill the following roles required for PSnet Engineering & Support Services. Separately list any other personnel providing other services.

1. Technical Project Manager
  - a. Experience in leading complex multi-entity network development and implementation projects
  - b. 5+ years of managing complex IT projects
  - c. Familiarity with the use of modern PM techniques and tools
  - d. Excellent oral and written communication skills including use of web-based tools for document collection, archiving, and knowledge sharing
  - e. Computer networking or IT background is highly desired
  - f. Knowledge of Massachusetts state, regional, and local IT and public safety IT network managers, projects and technology decision-makers is highly desired
2. Senior Network Engineer
  - a. 10+ years of wide and local area network design and architecture experience
  - b. MS degree or higher in computer science or a technical field
  - c. Expert knowledge of TCP/IP, IP Addressing, TCP Services, UDP Services
  - d. Extensive design experience in routing protocols
  - e. Basic UNIX system administration skills
  - f. Experience implementing multi-protocol networks: VLANs, QoS, VOIP, ROIP, Video services, Data services
  - g. Knowledge of Massachusetts state, regional, and local IT and public safety IT networks and network IT practices is highly desirable
  - h. Knowledge of InterMapper for network documentation and monitoring is highly desirable
  - i. Familiarity with certain network devices is highly desirable: Cisco WS-C3550 and WS-C4506 are examples
  - j. Knowledge of RANCID software for network configuration version control is desirable
3. Network Manager
  - a. Expertise in supporting and maintaining network equipment including routers and switches
  - b. Expertise in using network management and monitoring tools and applications
  - c. General expertise with computer languages and operating systems
  - d. Experience with analyzing problems and finding errors in systems
  - e. Familiar with current network industry trends
  - f. Should possess good verbal as well as written communication skills and should be able to provide guidance on the telephone and email

4. Network Security Specialist
  - a. At least 10 years experience in the computer security field providing IT security services, developing security documents and plans, and/or doing security audits
  - b. A MS degree or higher in computer science or a technical field
  - c. Extensive experience in protecting advanced networks from security breaches including work with FBI and CJIS-type security policies and requirements such as FIPS 140
  - d. Expert knowledge in implementing, configuring, and troubleshooting complex VPN configurations
  - e. Advanced understanding and knowledge of authentication and related network and systems secure access means and methods
  - f. Advanced knowledge of intrusion detection concepts and applications
  - g. Advanced ability to recognize and remediate network issues up to and including the server OS level (Linux or Windows)
  - h. Experience with, and knowledge of, specific security requirements of Massachusetts criminal justice agencies is highly desirable
  
5. Microwave Engineer
  - a. BE or equivalent
  - b. 3+ years experience building hybrid networks
  - c. Demonstrated ability to troubleshoot, track down, and replace failed hardware
  - d. Experience with modern microwave technologies, manufacturers, and suppliers
  - e. Specific experience with existing PSnet microwave backbone devices and support is highly desired
  
6. Microwave Technician
  - a. Expertise in supporting and maintaining microwave equipment including various manufacturer gear and software
  - b. Expertise in using network management and monitoring tools and applications for microwave equipment
  - c. General expertise with computer languages and operating systems
  - d. Experience with analyzing problems and finding errors in systems
  - e. Familiar with current microwave technology industry trends
  - f. Should possess good verbal as well as written communication skills and should be able to provide guidance on the telephone and email
  
7. IT Technician
  - a. Expertise in supporting and maintaining IT systems and software
  - b. Basic expertise in supporting basic LAN and WAN equipment
  - c. General expertise with computer languages and operating systems
  - d. Experience with analyzing problems and finding errors in systems
  - e. Familiar with current IT technology industry trends
  - f. Should possess good verbal as well as written communication skills and should be able to provide guidance on the telephone and email
  
8. Radio Technician
  - a. Expertise in supporting and maintaining LMR and other radio equipment
  - b. Particular expertise in Motorola radio equipment and software
  - c. General expertise with computer languages and operating systems
  - d. Experience with analyzing problems and finding errors in systems

- e. Familiar with current radio technology industry trends
- f. Should possess good verbal as well as written communication skills and should be able to provide guidance on the telephone and email

### **SECTION 6 – ACQUISITION METHOD TO BE USED FOR THIS CONTRACT**

The acquisition method is fee-for-service. There are no hourly rates associated with this contract. The price of this contract is all-inclusive; no additional payments will be made for overtime or hours worked outside of normal business hours.

### **SECTION 7 – SUBCONTRACTOR(S)**

The Contractor may employ subcontractors but any subcontractors shall first be approved by OEM and the PSNEC. The Contractor is responsible for the satisfactory performance and adequate oversight of its subcontractors. The Contractor and selected subcontractor(s), alike, must adhere to the City of Boston's CORI compliance guidelines and OEM's Non-Disclosure Agreement.

### **SECTION 8 – WARRANTY, CRITICAL SPARE PARTS AND TRAINING**

Upon award and initiation of this contract, the selected Contractor will provide a list of recommended spare parts list to OEM, to include quantity and unit prices.

The Contractor will warrant all equipment, software and installation work for a minimum of one (1) year after system acceptance. Warranty shall include all parts, labor and travel necessary to return the equipment to its original working condition. The Contractor shall respond within two (2) hours of notification of a problem at any time (24x7x365). The Contractor is responsible to replace any spare parts used during the warranty period.

The Contractor will provide maintenance for the duration of the contract.

The Contractor will include the necessary training for MBHSR stakeholders to become proficient in the operation of the equipment. The Contractor shall explain the training program. This training will include pre-installation session to identify all the system features to be programmed

by the Contractor as well as the operator(s) and maintenance training after installation and acceptance.

If the Contractor fails to perform any of the actions as outlined in this Section 8, OEM reserves the right to withhold payment until such failures are remedied.

### **SECTION 9 – TOTAL ANTICIPATED DURATION OF CONTRACT AND RENEWAL OPTIONS**

The contract will run for one year, with an option to renew for up to two more years contingent upon available funding and the procuring needs of the PSnet system. The option to renew is at the sole discretion of OEM and MBHSR.

### **SECTION 10 – SPECIAL PROCUREMENT AND CONTRACT CONDITIONS**

#### **Ownership of Equipment and Software**

Equipment and software procured from a third party on behalf of the project by the Contractor, as part of Contract performance, is, and shall remain, the property of the OEM and the member MBHSR jurisdictions.

#### **Ownership of Data**

Data created or collected from a third party on behalf of the project by the Contractor, as part of the Contract performance, shall become the property of the OEM and the member MBHSR jurisdictions. Data provided to the Contractor by the MBHSR jurisdictions shall remain the property of those jurisdictions. The Contractor may **not** release or make use of such data without the written consent of OEM or the relevant MBHSR jurisdiction.

#### **Project Manager**

The Contractor must designate a specific individual to serve as the Project Manager. The Project Manager will be responsible for administering the contract and managing all day-to-day operations under the contract on behalf of the Contractor. The Contractor must notify OEM of any change in the name, address, telephone number, fax number, or e-mail address of the Project Manager. At its discretion, OEM may require that the Contractor remove the Project

Manager. OEM will require the Contractor to replace the Project Manager with an individual satisfactory to OEM. The Project Manager will be the principal point of contact with OEM.

OEM and PSNEC will designate one (1) of its employees to serve as the PSnet Project Manager, who will be responsible for administering the Contract and managing all day-to-day operations under the Contract on behalf of OEM. The OEM Project Manager, alone, is not authorized to amend the Contract. OEM will notify the Contractor Project Manager of any change in the name, address, telephone number, fax number, or e-mail address of the OEM Project Manager. The OEM Project Manager will be the principal point of contact with the Contractor.

### **Payments Rendered**

The payment schedule for this project will be on a bi-weekly basis consistent with the Contractor's price proposal and as negotiated at the time a **fee-for-service**, fixed-price contract is signed. The Contractor must bill OEM by submitting an accurate invoice to OEM with attention to: the OEM Project Manager, Mayor's Office of Emergency Management, Boston City Hall, 1 City Hall Square, Boston, MA 02201. The invoices must describe the services and any deliverables provided during the invoice period. In no event shall payment be made in advance of the services provided, nor will additional payment be made for overtime or work performed outside of normal business hours.

### **Contractor Expenses**

The Contractor will not be reimbursed for business expenses such as office supplies, travel, mailings, and meals. The Contractor may be reimbursed for certain travel expenses directed by and approved in advance by OEM. These out of the ordinary reimbursable travel expenses will be limited to airfare, car rental, and lodging, not to exceed the federal per diem for Boston. Mileage reimbursement rate is .45 cents. All travel expenses must be approved in advance and original receipts must be provided to OEM for reimbursement.

### **Subcontractor Reporting and Changes**

Subcontractors may be used to perform work under the contract with OEM prior written approval. The Contractor must provide OEM with a copy of all contracts between the Contractor and its subcontractors. The substitution of one subcontractor for another may be made only with the prior written approval of OEM Project Manager. The Contractor will be and remain fully

responsible for the subcontractors' compliance with all terms, conditions, and specifications of the Contract. This responsibility also extends to the Contractor's obligations regarding warranties, maintenance, and support. To the extent that third-party providers are needed to provide software, infrastructure, or other consulting services to deliver the services, it is expected that the Contractor will serve as the prime contractor. In its capacity as the prime contractor, the Contractor shall manage the relationship with the subcontractors and assume all responsibility for the performance of the subcontractors and payment to such subcontractors. OEM must have the option to license or purchase software or hardware directly from third-party vendors, but this shall not reduce the Contractor's obligations as the prime contractor. The Contractor is required to immediately report to OEM any issues relating to subcontractors (i.e. performance problems or payment disputes) that could have a material impact upon the PSnet or OEM.

### **Access to Security-Sensitive Information**

The Contractor will work with security-sensitive information which, pursuant to MGL c. 4, s. 7, cls. 26(n) is generally exempt from public disclosure under the Commonwealth's public records laws and must, for public safety purposes, be safeguarded from widespread public disclosure. This security-sensitive information is in the form of computer files, blueprints, plans, policies, procedures, and schematic drawings which relate to internal layout and structural elements, security measures, emergency preparedness, threat or vulnerability assessments, and/or any other records relating to the security or safety of persons (pursuant to M.G.L. c. 66A) or buildings, structures, facilities, utilities, transportation, information technology or other infrastructure located within the commonwealth.

The Contractor must sign a confidentiality agreement, thereby agreeing to:

- Restrict the use of these sensitive records for any other purpose than as authorized and for the purpose of putting together a bid proposal;
- Safeguard the information while it is in their possession; and
- Return such records and materials to the OEM upon completion of the project.

### **Indemnification**

The Contractor shall indemnify, hold harmless and defend MBHSR, OEM and the Executive Office of Public Safety and Security, their officers, agents, and employees from all liability of any nature or kind, including costs and expenses for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission or negligent or wrongful acts of the Contractor, subcontractor or anyone directly or indirectly employed by them in performance of this contract.

### **Publicity and news releases**

The selected contractor shall not make any pronouncements or news releases pertaining to this solicitation for proposals or the award of a contract for this proposal without prior written approval from OEM.

### **Acceptance**

A schedule of deliverables will be included in the contract with the selected contractor. All interim deliverables will be provided to MBHSR at times agreed upon in the contract. MBHSR will have ten business days to either accept the deliverable or request modifications. Final project deliverables are also subject to these “acceptance” terms.

### **Rule for Award**

The selection committee, with input from OEM, shall determine a composite rating of Highly Advantageous, Advantageous, Not Advantageous and Unacceptable for each proposal reviewed by the selection committee. After a composite rating has been determined for each proposal, MBHSR, or its designee, shall open and review the cost proposals and determine the most advantageous proposal taking into consideration the ratings on all comparative evaluation criteria and the cost. One or more finalists may be asked to come in for an interview.

All prices quoted shall be exclusive of Massachusetts sales tax and use tax and federal excise tax from which MBHSR is exempt.

OEM on behalf of MBHSR shall award the contract within ninety (90) days after the date established for receiving the proposals. All proposals shall remain valid and acceptable for 90

days from the last proposal due date. This time may be extended by mutual consent of selected proposers and MBHSR. Upon award, the engagement must commence within 10 days of receipt of a Notice of Award by the selected Contractor.

## **SECTION 11 – NON-PRICE TECHNICAL PROPOSAL PREPARATION, EVALUATION AND SELECTION**

### **Preparation of Non-Price Technical Proposal**

1. The proposal shall detail the firm's and individuals' qualifications, experience and expertise. Proposal evaluation will include an examination of the proposer's qualifications, experience, project action plan and expertise in conducting similar work.
  - a. Proposer shall provide a brief history of their firm, organization or relevant professional experience;
  - b. Proposer shall list the number of current personnel that it employs specifying whether full time or part-time;
  - c. Proposer shall detail the firm's or their own experience with similar projects completed during the past three (3) years or more;
  - d. If proposer is not an individual, the proposer must submit an audited financial statement for the most recent financial year, or another form of documentation that affirms the financial stability of the proposer's organization.
  - e. Proposer shall provide a list of specific qualifications the proposer has in supplying the services listed in this proposal, including professional designations affiliations, certifications and/or licenses;
  - f. Proposer shall submit the names and resumes and level of participation of staff that will be assigned to this engagement, listed under the titles in the personnel qualifications in Section 5b, and their respective experience in these types of engagements;
  - g. Proposer shall provide a list of a minimum of three (3) references from current and/or former clients for projects of similar size and scope. List shall include current contact information including client contact name, agency, address and phone number.
  
2. The proposal must confirm proposer's understanding of the RFP. The narrative portion and the materials presented in response to this RFP must contain the following information:
  - a. A clear outline of the recommended approach to the project. Proposer shall provide a proposed plan for performing the overall work, including:

- i. The work activities the proposer plans to carry out
    - ii. A description of how such activities will be accomplished
  - b. Identify tasks that the proposer will undertake as distinguished from those which are the responsibility of others such as government entities and their employees. Absence of this distinction shall mean proposer is fully assuming responsibility for all tasks.
  - c. Explain how the proposer's administrative process will ensure that appropriate levels of attention are given and that the work is properly performed.
  - d. Proposer shall submit two samples of its most relevant and recent work product.
  - e. Proposer shall affirm financial stability of proposer's firm or organization.
3. General proposal elements:
  - a. All proposals must contain the signed Proposal Signature Page, the Certifications, the Proposal Checklist, and the Price Proposal Pages as provided in this RFP,
  - b. The proposal document must be submitted with an original ink signature by the person authorized to sign the proposal.
  - c. Erasures, interlineations or other modifications in the proposal shall be initialed in original ink by the authorized person signing the offer.
  - d. Periods of time, stated as a number of days, shall be calendar days unless otherwise indicated.
  - e. It is the responsibility of all proposers to examine the entire RFP packet and seek clarification of any item or requirement that may not be clear or any potential inconsistencies and to check all responses for accuracy before submitting a proposal. Negligence in preparing an offer confers no right of withdrawal after due time and date.
  - f. If mailing, submit one unbound original and one electronic copy (thumb drive) of the non-price proposal. Submit one original of the price proposal and one electronic copy (thumb drive) in a separate and sealed envelope.
  - g. Faxed pages will not be considered.

#### **RFP Evaluation Criteria**

Proposals will be rated in the following categories as one of the following: Highly Advantageous, Advantageous, Not Advantageous, or Unacceptable. The selection committee reserves the right to interview only those vendors which are otherwise highly advantageous or advantageous.

**1. Vendor Qualifications**

<b>Highly Advantageous</b>	<ul style="list-style-type: none"> <li>• Demonstrates significant and strong technical experience in internetworking and enterprise-wide network and data infrastructure systems;</li> <li>• Demonstrates significant and strong technical experience in public safety internetworking, wide-area, and local networks;</li> <li>• Demonstrates a track record of success in managing complex projects of similar size and scope, meeting deadlines and budget; and</li> <li>• Demonstrates extensive experience (5+ years) in working with key public safety stakeholders.</li> </ul>
<b>Advantageous</b>	<ul style="list-style-type: none"> <li>• Demonstrates technical experience in internetworking and enterprise-wide network and data infrastructure systems;</li> <li>• Demonstrates experience in public safety network and data infrastructure systems;</li> <li>• Demonstrates a track record of success in completing projects within their allotted timeframe and budget; and</li> <li>• Demonstrates general experience (2- 4 years) working with key public safety stakeholders.</li> </ul>
<b>Not Advantageous</b>	<ul style="list-style-type: none"> <li>• Demonstrates limited experience in public safety network and data infrastructure systems;</li> <li>• Demonstrates a limited track record of success in completing projects within their allotted timeframe and budget; and</li> <li>• Demonstrates limited experience (less than 2 years) working with public safety stakeholders.</li> </ul>
<b>Unacceptable</b>	<ul style="list-style-type: none"> <li>• Does not demonstrate minimum levels of expertise and experience.</li> </ul>

**2. Vendor's Approach to the Project**

<b>Highly Advantageous</b>	<ul style="list-style-type: none"> <li>• Clearly and comprehensively articulates an understanding of the complex project in the response;</li> <li>• Addresses an approach to the defined tasks in a credible and sensible way;</li> <li>• Demonstrates a mastery and understanding of the process necessary to complete tasks and project demands; and</li> <li>• Optionally identifies sensible changes to the Scope of Services/Tasks to address missing activities that should be conducted.</li> </ul>
<b>Advantageous</b>	<ul style="list-style-type: none"> <li>• Articulates a general understanding of the complex project in the response;</li> <li>• Is credible in addressing the tasks' specific requirements;</li> <li>• Demonstrates an understanding of the process necessary to complete tasks and project demands; and</li> <li>• Optionally identifies sensible changes to the Scope of</li> </ul>

	Services/Tasks to address missing activities that should be conducted.
<b>Not Advantageous</b>	<ul style="list-style-type: none"> <li>Does not demonstrate a clear understanding of the project;</li> <li>Addresses some of the tasks' specific requirements; and</li> <li>Demonstrates a less than complete understanding of the process necessary to complete tasks and project demands.</li> </ul>
<b>Unacceptable</b>	<ul style="list-style-type: none"> <li>Does not demonstrate project and task understanding and a project timetable approach that would be successful.</li> </ul>

**3. Vendor's Staffing Qualifications and Plan**

<b>Highly Advantageous</b>	<ul style="list-style-type: none"> <li>Completely meets or exceeds the positional qualifications for every title listed in the personnel qualifications including the desirable qualifications;</li> <li>Provides detailed resumes for all key personnel, including the Project Manager, with relevant and specific experience clearly described;</li> <li>Clearly shows that project personnel have worked together as a team previously on tasks or projects with similar requirements; and</li> <li>Provides explicit information about the technical educational background and credentials of personnel.</li> </ul>
<b>Advantageous</b>	<ul style="list-style-type: none"> <li>Mostly meets the positional qualifications for every title listed in the personnel qualifications including the desirable qualifications;</li> <li>Provides resumes for all key personnel, including the Project Manager, with relevant and specific experience clearly described;</li> <li>Clearly shows that project personnel have worked together; &amp;</li> <li>Provides information about the technical educational background and credentials of personnel.</li> </ul>
<b>Not Advantageous</b>	<ul style="list-style-type: none"> <li>Doesn't meet some of the positional qualifications for the titles listed in the personnel qualifications;</li> <li>Provides many resumes for key personnel; and</li> <li>Doesn't show that project personnel have worked together;</li> </ul>
<b>Unacceptable</b>	<ul style="list-style-type: none"> <li>Does not demonstrate that personnel qualifications are adequate.</li> </ul>

**4. Vendor's Communications Skills**

<b>Highly Advantageous</b>	<ul style="list-style-type: none"> <li>Proposal clearly and comprehensively discusses and explains PSnet project-related technical information in a way that is easily understood; and</li> <li>Proposal clearly and comprehensively demonstrates an understanding of how this project can be successful in the Metro Boston public safety arena.</li> </ul>
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<b>Advantageous</b>	<ul style="list-style-type: none"> <li>• Proposal discusses and explains PSnet project-related technical information in a way that is understood; and</li> <li>• Proposal mostly demonstrates an understanding of how this project can be successful in the Metro Boston public safety arena.</li> </ul>
<b>Not Advantageous</b>	<ul style="list-style-type: none"> <li>• Proposal somewhat unclear in its discussion and explanation of PSnet project-related technical information; and</li> <li>• Proposal does not clearly demonstrate an understanding of how this project can be successful in the Metro Boston public safety arena.</li> </ul>
<b>Unacceptable</b>	<ul style="list-style-type: none"> <li>• Proposal unclear in its discussion and explanation of PSnet project-related technical information; and</li> <li>• Proposal does not demonstrate an understanding of how this project can be successful in the Metro Boston public safety arena.</li> </ul>

**5. If interviewed, the Quality of Interview**

<b>Highly Advantageous</b>	<ul style="list-style-type: none"> <li>• Key personnel on the project team, including both the lead technical person as well as the Project Manager, attended the interview and each thoroughly demonstrated their technical and project-related skills and expertise and comprehensively communicated a thorough knowledge of the services required.</li> </ul>
<b>Advantageous</b>	<ul style="list-style-type: none"> <li>• Key personnel assigned to the project team attended the interview and demonstrated good technical expertise and knowledge of the services required.</li> </ul>
<b>Not Advantageous</b>	<ul style="list-style-type: none"> <li>• Project team members assigned to the project communicated some knowledge of the services require.</li> </ul>
<b>Unacceptable</b>	<ul style="list-style-type: none"> <li>• Interview did not demonstrate consultant would be successful in the project.</li> </ul>

**6. If references are checked, the Quality of References**

<b>Highly Advantageous</b>	<ul style="list-style-type: none"> <li>• References show that the firm and the identified personnel of the project team have positively and successfully completed similar, relevant projects on time and on budget.</li> </ul>
<b>Advantageous</b>	<ul style="list-style-type: none"> <li>• References show that the firm and/or some project team members have experience with similar projects and generally meet deadlines on time and on budget.</li> </ul>
<b>Not Advantageous</b>	<ul style="list-style-type: none"> <li>• References demonstrate that the firm or team members have limited relevant experience and/or do not have a track record of completing projects on time and on budget.</li> </ul>
<b>Unacceptable</b>	<ul style="list-style-type: none"> <li>• Does not indicate key team members have been successful in relevant project.</li> </ul>

**Section 12 - RFP Process Timeline\***

RFP Advertised in Good and Services, <i>City Record</i> , & COMMBUYS	April 9, 2018
RFP available on Supplier Portal beginning 12:00pm	April 9, 2018
Deadline for questions via email to Sarah Plowman no later than	April 23, 2018
Response to final questions posted	April 25, 2018
Proposal Due Date 12:00pm	April 30, 2018
Selection Committee reviews proposals	Week of April 30, 2018
Vendor or finalist for interviews (if necessary)	Week of May 7, 2018
Contract Awarded	No later than 90 days after selection
Contract Ends	June 30, 2019

\*If in the best interest of OEM and MBHSR, the OEM may extend the times set forth in this timeline.

## PROPOSAL SIGNATURE PAGE

*Complete this page and return as a cover sheet for the completed non-price proposal.*

### Metro Boston Homeland Security Region PSNET 3

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Street

\_\_\_\_\_  
Phone

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email

Submits the attached proposal for this Request for Proposals to the Mayor's Office of Emergency Management (OEM), acting on behalf of the Metro Boston Homeland Security Region, on the authority of the undersigned and as dated below. I confirm and pledge to abide by and be held to the requirements of this RFP and its resulting contract, to perform any tasks and deliver any documents required, and to execute a Contract with the OEM.

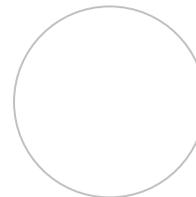
Authorized Agent of the Proposer:

\_\_\_\_\_  
Signature (blue ink please)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



\_\_\_\_\_  
(If a corporation attach  
certificate of vote or  
apply corporate seal here)

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity. The Proposal must indicate the responsible entity. Proposer should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

## CERTIFICATIONS PAGE

*Complete this page and return with completed non-price proposal.*

### **Metro Boston Homeland Security Region PSNET 3**

As required under Chapter 233 and 701 of the Mass. Acts and Resolves of 1983 and Chapter 30B of the Mass. General Laws certification must be made to the following by signing in the space indicated below. Failure to offer such signature will result in rejection of the proposal.

- A. "The undersigned certifies under penalties of perjury that this 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 or individuals" and also;"
  
- B. "Pursuant to M.G.L. c.62C, §49A, I certify under the penalties of perjury that to my best knowledge and belief the undersigned has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support."

Authorized Agent of the Proposer:

\_\_\_\_\_  
Signature (blue ink please)

\_\_\_\_\_  
Name(as used for tax filing)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
SS# or Federal ID#

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity. The Proposal must indicate the responsible entity.

Proposers should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

## ADDITIONAL CERTIFICATIONS PAGE

*Complete this page and return with completed non-price proposal.*

### **Metro Boston Homeland Security Region PSNET 3**

Pursuant to 28 CFR Part 42.204 (d), I certify that my employment practices comply with Equal Opportunity Requirements and complies with 28 CFR Part 42.202.; that my organization complies with the Americans with Disabilities Act.

Authorized Agent of the Proposer:

\_\_\_\_\_  
Signature (blue ink please)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity. The Proposal must indicate the responsible entity.

Proposers should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

## PRICE PROPOSAL PAGE

*Complete these pages and submit with any attachments in a separate sealed envelope from the non-price proposal.*

### **Metro Boston Homeland Security Region PSNET 3**

#### **A. Instructions**

The undersigned proposes to provide services to the Metro Boston Homeland Security Region in accordance with the response to its Request for Proposals (RFP). This is a fee-for-service contract.

For Section B, please submit a quote that encompasses all services, as defined in Sections 3 and 4, for the complete one-year duration of this contract. List all costs associated with your proposed deliverables.

Additionally, in Section C, assent that you will be providing the equipment procurement service and fill out one of the markup choices.

Please note:

- The total cost that is quoted in this proposal will be considered a best and final offer. You will bear the onus of any errors made in pricing the services (e.g., omitting a component of the services).
- Any taxes due will be assumed to be included in your price of services. The City of Boston is exempt from federal excise taxes (Federal Exemption No. A-108-328) and from Massachusetts sales and use taxes (Certificate No. E-046-001-380). Exemption certificates will be provided, if requested, following award.
- OEM reserves the right to contract with multiple entities to obtain the services it requires.
- The contract will be for one year with OEM's sole option to extend for a second and/or third year.

#### **B. PSnet One-Year Price Proposal for All Services**

As stated above in Section A, please review RFP Sections 3 and 4 and provide a quote that encompasses all services as defined in the Scope of Work and Project Requirements.

Payment schedule will be as follows:

- Payments will be made bi-weekly upon receipt of an invoice for deliverables and services performed during the two weeks prior.
- Total project cost will be divided into twenty-six (26) equal bi-weekly payments. No additional payments will be made for overtime or work performed outside of normal business hours.
- Additional separate invoicing should be submitted for network equipment and software procurement purchases, as needed.

**C. Network Equipment and Software Procurement Service**

As stated in Sections 3 and 4 of the RFP, the contractor will – under the direction of the PSnet Technical Committee – specify, order, receive, inspect, configure/provision, and install certain devices and software for the PSnet network and project activities.

The Contractor will act on behalf of OEM/MBHSR and will procure from purchasing contracts available to OEM/MBHSR (e.g., Mass. State contract, city contract, cooperative agreements, GSA, etc.).

OEM/MBHSR and the Contractor will sign a Mass DOR Contractor’s Sales Tax Exempt Purchase Certificate (Form ST-5C) which will permit purchases made by the Contractor on behalf of OEM/MBHSR to be exempt from sales tax.

Procurements will be made at best government prices.

OEM/MBHSR reserves the right to direct the purchase of up to a maximum of \$500,000 in equipment and software. However, any amount up to the maximum may be directed for purchase, including \$0.

The contractor will be reimbursed for authorized purchases including shipping by the government contracted manufacturer or reseller to an approved location.

Please indicate by initialing one – and only one – markup price (price above the government price) below to indicate what the proposed markup will be, if any. The markup price will be considered a factor of the Price Proposal.

Markup of 0% \_\_\_\_\_

Markup of 2% \_\_\_\_\_

Markup of 4% \_\_\_\_\_

## Price Proposal Signature Page

Signature (blue ink please)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Email

\_\_\_\_\_  
Street

\_\_\_\_\_  
Phone

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Fax

## STANDARD CONTRACT AND FORMS

### Overview

You must submit a signed copy of the forms indicated below. These forms are posted at [www.boston.gov/procurement](http://www.boston.gov/procurement) within the Event EV00005292. Additionally, please review the Terms and Conditions in the CM11 and the associated supplement; they will be incorporated at contract award without revision.

Form CM06 – Certificate of Authority: SIGNED COPY REQUIRED

Form CM09 – Contractor Certification: SIGNED COPY REQUIRED

Form CM10 – Standard Contract Document

Form CM11 – Standard Contract General Conditions

CM Forms 15A/B – CORI Compliance, Standards: SIGNED COPY REQUIRED

CM Form 15C – CORI Waiver

Form LW1 – Requirements Of The Boston Jobs and Living Wage Ordinance

Form LW2 – Living Wage Agreement: SIGNED COPY REQUIRED

Form LW8 – Vendors Living Wage Affidavit: SIGNED COPY REQUIRED

Form CM16 – Wage Theft: SIGNED COPY REQUIRED

## PROPOSAL CHECKLIST

Proposals must be submitted in a sealed envelope with the RFP Title and the proposer's name and address clearly indicated on the envelopes. **It is mandatory that price proposals and non-price proposals be submitted separately.** Failure to submit separate proposals will result in rejection of the proposal. Included for the proposer's information is the City of Boston/County of Suffolk Standard Contract General Conditions (FORM CM 11); please review all terms and conditions.

### Non-Price Proposal Envelope

- Proposal Signature Page (provided)
- Contractor Certifications (provided)
- If mailing, please submit one original and one electronic (thumb drive) of non-price proposal in a sealed envelope marked in the lower left corner with the words: "PSNET 3– Non-Price Proposal" and proposer name
- Form CM06 – Certificate of Authority: SIGNED COPY REQUIRED
- Form CM09 – Contractor Certification: SIGNED COPY REQUIRED
- CM Forms 15A/B – CORI Compliance, Standards: SIGNED COPY REQUIRED
- Form LW2 – Living Wage Agreement: SIGNED COPY REQUIRED
- Form LW8 – Vendors Living Wage Affidavit: SIGNED COPY REQUIRED
- Form CM16 – Wage Theft: SIGNED COPY REQUIRED

### Price Proposal Envelope

- Price Proposal Page (provided)
- Detail of deliverables and payment schedule
- Detail of pay rates and estimated hours
- If mailing, please submit one price proposal and one electronic copy (thumb drive) in a sealed envelope marked in the lower left corner with the words: "PSNET 3– Price Proposal" and proposer name

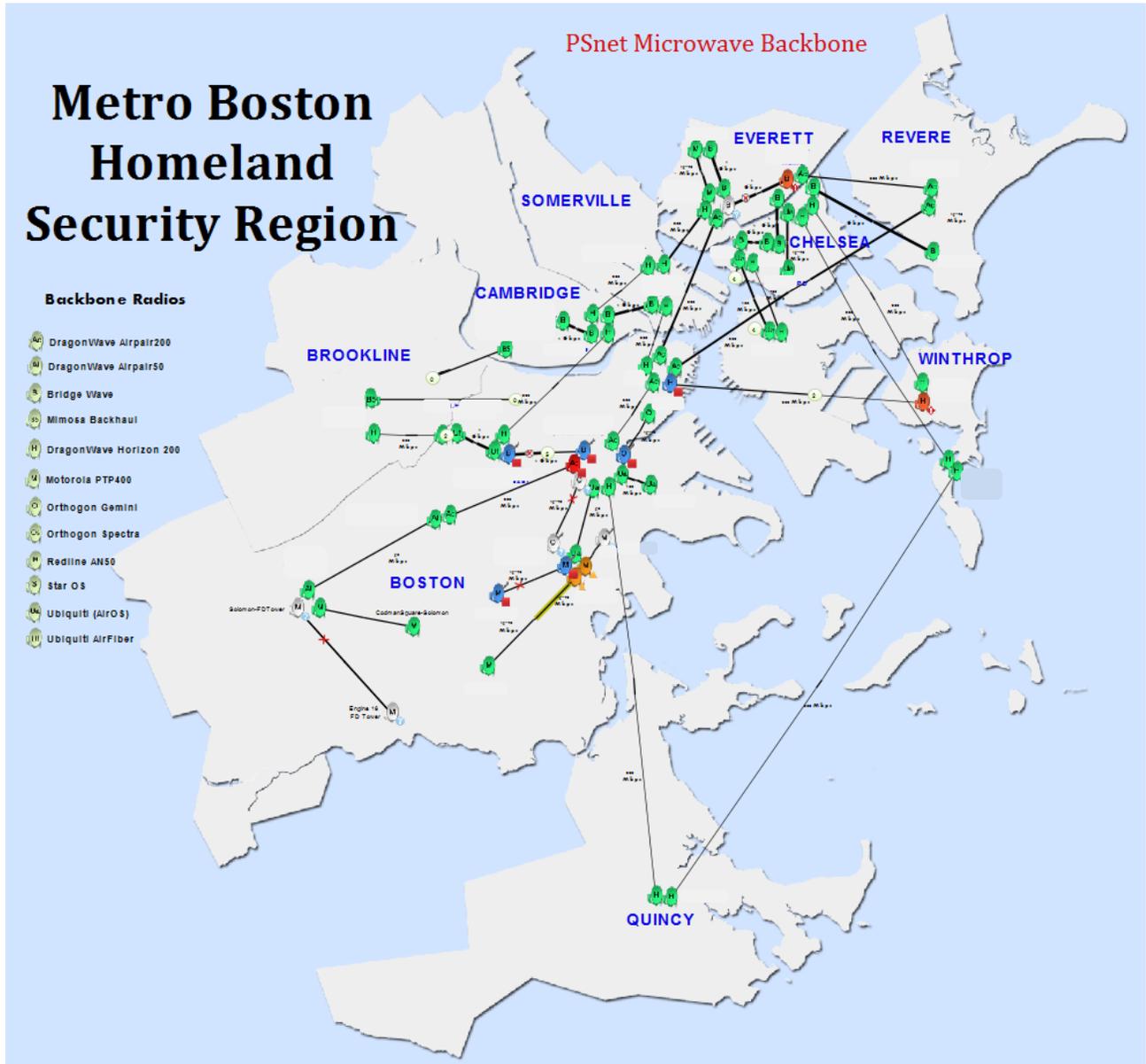
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Signature (blue ink)

### APPENDIX A

#### Scope of Current PSnet Microwave Deployment (approximate)

PSnet Microwave Backbone (Intermapper snapshot as of 2/27/2018)



## APPENDIX B

### PSnet Network Equipment for Monitoring (approximate list of equipment types, as of March 9, 2018)

#### Datacenter

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HP IC  
HP 3PAR  
HP 6125G-XG  
HP IC  
HP iLO  
HP OA  
VMware

#### Firewall

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Netscreen VPN

#### Microwave

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BridgeWave  
Cambium PTP300  
Cambium PTP600  
Dragonwave AirPair  
Dragonwave AirPair200  
Dragonwave AirPairFlex  
DragonWave Horizon 200  
MikroTik SXT  
Mimosa B5  
Motorola PTP300  
Motorola PTP400  
Motorola PTP500  
Orthogon Gemini  
Radwin rw2000  
Ubiquiti AirFiber 24  
Ubiquiti airMAX

#### Power

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APC UPS  
Liebert UPS - GXT3  
TrippLite PDU  
TrippLite UPS

### **Radio Trunking**

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Adtran Atlas 550  
Barix A100  
Barix A60  
RAD IPmux-14  
RAD IPmux-1e  
RAD IPmux-24  
RAD IPmux-8

### **Remote Device Mgt**

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Avocent (Cyclades) ACSxx  
Avocent ACS6000  
Serial Console Server

### **Router**

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MikroTik  
Router

### **Switch**

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CiscoSwitch  
HP ProCurve  
Juniper SSG

### **VM**

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Host Resources  
InterMapper



**CITY OF BOSTON  
CONTRACT AWARD SUMMARY**

**CONTRACT ID:** 0000000000000000000046136

**Contract Details**

Contractor Legal Name: Lan-Tel Communications Inc.	Not To Exceed Amt: \$ 1,058,200.00
Contractor Address: 1400 Providence Highway, Building 3, Suite 3100 Norwood, MA 02062	Department Name: Mayor's Office of Emergency Department Head: Management Rene Fielding
Brief Description/Scope of Services: PSnet development & maintenance (one year service contract).	
Procurement Type: Ch30B S6	Optional Renewal Periods: 0 Year(s)
Contract Begin Date: July 01, 2018	Contract End Date: June 30, 2019
Reason for Submitting Late: N/a	

**EVENT/BID ID:** EV00005292

**Bid Details**

Date of Advertisement: April 09, 2018	Bid Submission Deadline: April 30, 2018 at 12:00 PM		
# of Responsive Bids Received: 2	# of Non-Responsive Bids Received: 0		
Awarded to the Lowest Responsible and Responsive Bidder? No LAN-TEL is highly advantageous due to having a higher score given by the RFP Evaluation Team.			
<b>Lowest Bidders</b> Legal Name and Address:	<b>Bidder #1</b> Future Technologies Group, LLC 2 Batterymarch Park, Suite 401 Quincy, MA 02169	<b>Bidder #2</b> LAN-TEL Communications, Inc. 1400 Providence Highway, Suite 3100 Norwood, MA 02062	<b>Bidder #3</b>
Bid Amount:	\$ 844,216.0000	\$ 1,058,200.0000	\$ 0.0000

**Additional Information**



**CITY OF BOSTON  
STANDARD CONTRACT DOCUMENT**

Form CM10

**CONTRACT ID:** 000000000000000000046136

**Parties**

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

**Contract Details**

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

**Contract Signatures**

AUDITING	VENDOR/CONTRACTOR	AWARDING AUTHORITY/OFFICIAL
APPROVED AS TO THE AVAILABILITY OF AN APPROPRIATION OR PURSUANT TO ARTICLE 12 OF THE GENERAL CONDITIONS	AGREES TO PROVIDE THE GOODS OR SERVICES AS INDICATED IN ACCORDANCE WITH THE ASSOCIATED CONTRACT DOCUMENTS	IT IS MY BELIEF THAT THERE IS LITTLE OR NO RISK OF DEFAULT OR UNSATISFACTORY PERFORMANCE BY THE VENDOR/CONTRACTOR
SIGNATURE	SIGNATURE	SIGNATURE
APPROVED APPROPRIATION IN THE AMOUNT OF: \$ 1,058,200.00		



**CITY OF BOSTON  
STANDARD CONTRACT GENERAL CONDITIONS**

Form CM11

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

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

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

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

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

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

**ARTICLE 2 -- PERFORMANCE:**

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

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

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

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

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

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

**ARTICLE 4 -- TIME:**

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

**ARTICLE 5 -- COMPENSATION:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE 10 - PROHIBITION AGAINST ASSIGNMENT:

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE 12 -- AVAILABLE APPROPRIATION:**

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

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

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

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

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

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

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

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

**ARTICLE 15 -- STATE TAXATION CERTIFICATION:**

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

**ARTICLE 16 -- MONIES OWED TO THE CITY:**

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

**ARTICLE 17 -- BID COLLUSION:**

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

**ARTICLE 18 -- FORUM AND CHOICE OF LAW:**

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



## CITY OF BOSTON

### SUPPLEMENTAL INFORMATION TECHNOLOGY<sup>1</sup> TERMS AND CONDITIONS TO FORM CM11

The following terms and conditions are added to the City of Boston Standard Contract General Conditions (Form CM11), to the extent permitted by law, for purposes of Contract number 0000000000000000000046136 between the City of Boston and Lan-Tel Communications Inc..

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

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

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

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

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

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

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

D. Rights to Data. The City and Contractor agree that as between them, all rights, including all intellectual property rights, in and to Data shall remain the exclusive property of the City, and Contractor has a limited, non-exclusive license to access and use the Data as provided to Contractor solely for performing its obligations under the Contract. "Data" means any information, or other content that the City, the City's employees, agents and end users upload, create or modify using the software, goods or services pursuant to this Contract. Data also includes user identification information and metadata which may contain Data or from which the City's Data may be ascertainable. Nothing herein shall be construed to confer any license or right to the Data, including user tracking Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of Data by Contractor or third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized. City may access and download the Data during the Term of this Agreement.

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

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

**ADVERTISEMENT  
CITY OF BOSTON**

**Mayor's Office of Emergency Management**

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

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

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

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

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

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

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

Rene Fielding  
Director

## PROPOSAL CHECKLIST

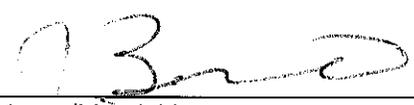
Proposals must be submitted in a sealed envelope with the RFP Title and the proposer's name and address clearly indicated on the envelopes. **It is mandatory that price proposals and non-price proposals be submitted separately.** Failure to submit separate proposals will result in rejection of the proposal. Included for the proposer's information is the City of Boston/County of Suffolk Standard Contract General Conditions (FORM CM 11); please review all terms and conditions.

### Non-Price Proposal Envelope

- Proposal Signature Page (provided)
- Contractor Certifications (provided)
- If mailing, please submit one original and one electronic (thumb drive) of non-price proposal in a sealed envelope marked in the lower left corner with the words: "PSNET 3- Non-Price Proposal" and proposer name
- Form CM06 – Certificate of Authority: SIGNED COPY REQUIRED
- Form CM09 – Contractor Certification: SIGNED COPY REQUIRED
- CM Forms 15A/B – CORI Compliance, Standards: SIGNED COPY REQUIRED
- Form LW2 – Living Wage Agreement: SIGNED COPY REQUIRED
- Form LW8 – Vendors Living Wage Affidavit: SIGNED COPY REQUIRED
- Form CM16 – Wage Theft: SIGNED COPY REQUIRED

### Price Proposal Envelope

- Price Proposal Page (provided)
- Detail of deliverables and payment schedule
- Detail of pay rates and estimated hours
- If mailing, please submit one price proposal and one electronic copy (thumb drive) in a sealed envelope marked in the lower left corner with the words: "PSNET 3- Price Proposal" and proposer name

  
\_\_\_\_\_  
Signature (blue ink)



**PROPOSAL SIGNATURE PAGE**

*Complete this page and return as a cover sheet for the completed non price proposal.*

**Metro Boston Homeland Security Region  
PSNET3**

**LAN-TEL Communications, Inc.**

**Eric Johnson**

Company Name

Contact Person

1400 Providence Highway, Suite 3100

781.551.8599

Street

Phone

Norwood, MA 02062

781.551.8667

City, State, Zip

Fax

ejohnson@lan-tel.com

Email

Submits the attached proposal for this Request for Proposals to the Mayor's Office of Emergency Management (OEM), acting on behalf of the Metro Boston Homeland Security Region, on the authority of the undersigned and as dated below. I confirm and pledge to abide by and be held to the requirements of this RFP and its resulting contract, to perform any tasks and deliver any documents required, and to execute a Contract with the OEM.

Authorized Agent of the Proposer:

Signature (blue ink please)

Joseph Bodio

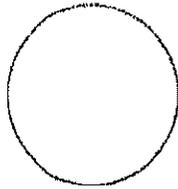
Printed Name

President/CEO

Title

April 30, 2018

Date



(If a corporation attach certificate of vote or apply corporate seal here)

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity. The Proposal must indicate the responsible entity. Proposer should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.



**CERTIFICATIONS PAGE**

*Complete this page and return with completed non-price proposal.*

**Metro Boston Homeland Security Region  
PSNET3**

As required under Chapter 233 and 701 of the Mass. Acts and Resolves of 1983 and Chapter 30B of the Mass. General Laws certification must be made to the following by signing in the space indicated below. Failure to offer such signature will result in rejection of the proposal.

- A. "The undersigned certifies under penalties of perjury that this 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 or individuals" and also;"
  
- B. "Pursuant to M.G.L. c.62C, §49A, I certify under the penalties of perjury that to my best knowledge and belief the undersigned has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support."

Authorized Agent of the Proposer:

  
 \_\_\_\_\_  
 Signature (blue ink please)

Joseph Bodio  
 \_\_\_\_\_  
 Printed Name

President/CEO  
 \_\_\_\_\_  
 Title

LAN-TEL Communications, Inc.  
 \_\_\_\_\_  
 Name(as used for tax filing)

043141040  
 \_\_\_\_\_  
 SS# or Federal ID#

April 30, 2018  
 \_\_\_\_\_  
 Date

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity. The Proposal must indicate the responsible entity.

Proposers should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.



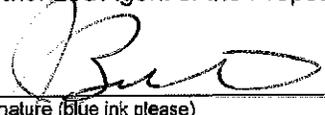
**ADDITIONAL CERTIFICATIONS PAGE**

*Complete this page and return with completed non-price proposal.*

**Metro Boston Homeland Security Region  
PSNET 3**

Pursuant to 28 CFR Part 42.204 (d), I certify that my employment practices comply with Equal Opportunity Requirements and complies with 28 CFR Part 42.202.; that my organization complies with the Americans with Disabilities Act.

Authorized Agent of the Proposer:

  
\_\_\_\_\_  
Signature (blue ink please)

Joseph Bodio  
\_\_\_\_\_  
Printed Name

President/CEO  
\_\_\_\_\_  
Title

April 30, 2018  
\_\_\_\_\_  
Date

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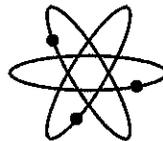
Proposers should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.



# LAN-TEL

## COMMUNICATIONS, INC.

**In Partnership with:**



**Skywave**  
**Communications Inc.**

**Proposal in Response to  
RFP For PSnet Development and Management**

**April 30, 2018**

**Prepared for:**

Sarah Plowman  
Regional Planner, Office of Emergency Management  
Room 204  
One City Hall Square  
Boston, MA 02201

**Presented by:**

LAN-TEL Communications, Inc.  
1400 Providence Highway  
Suite 3100 Norwood, MA 02062  
Phone 781.551.8599  
[www.lan-tel.com](http://www.lan-tel.com)



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## **Section 1: Preparation of the Proposal**

LAN-TEL Communications, Inc. and its partners are fully equipped to assist with the planning, implementation, technical support, preventative maintenance, daily routine/corrective maintenance, restoration and/or repair, management and monitoring of PSnet, a network infrastructure of high-speed, redundant, secure fiber and microwave technology based-backbone which interconnects and serves public safety and public service jurisdictions throughout the MBHSR region.

**Contractor Name:** LAN-TEL Communications, Inc.

**Contractor Address:** 1400 Providence Highway, Suite 3100 Norwood, MA 02062

**Contractor Phone Number:** 781.551.8599

**Contact:** Mr. Joseph Bodio, President/CEO, [jbodio@lan-tel.com](mailto:jbodio@lan-tel.com)

**Incorporated:** in Massachusetts on February 14, 1992

LAN-TEL is a privately held company, owned by Joseph Bodio. Dun & Bradstreet

Identification Number: 80-823-6327

Fully bonded and insured



## Section 2: Project Objectives and Overview

Ms. Sarah Plowman, Regional Planner  
Office of Emergency Management  
Boston City Hall, Room 204  
One City Hall Square  
Boston MA 02201

Dear Ms. Plowman,

LAN-TEL Communications, Inc., in partnership with its associates, Interisle Consulting and Skywave Communications, is pleased to submit its technical and cost proposal through this transmittal letter to the City of Boston and the Metro Boston Homeland Security Region (MBHSR) in response to the Request for Proposal (RFP) to engineer, upgrade, maintain, repair, manage, and monitor The Public Safety Network (PSnet) infrastructure system.

LAN-TEL is proud of its long-standing relationship with the Office of Emergency Management (OEM), the MBHSR and the participating UASI communities. Our extensive experience with the City of Boston has allowed us to fully understand and appreciate the requirements under this RFP from both the end-user and contractor perspectives. LAN-TEL has successfully demonstrated that it is a trusted and reliable vendor and partner. We are tremendously proud of the impact we have made in helping our government customers serve, protect, and improve the lives of its citizens and communities.

In response to the referenced solicitation, LAN-TEL Communications, Inc., and its **partners** meet and exceed all the requirements established by the MBHSR Communications Interoperability Subcommittee (CIS). Your evaluation criteria emphasized the desire to select companies that have demonstrated the best combination of proven expertise in the installation, implementation, and management of similar networks in terms of scale and complexity.

I am confident that you will find our response to be complete in terms of scope and detail, and compliant and consistent with the requirements detailed in the RFP published by City of Boston Purchasing Department. Thank you for the opportunity to present LAN-TEL Communication's Proposal.

Sincerely,

Joseph Bodio  
President/CEO

## **Section 3: Scope of Work**

### ***1. Interconnection of local public safety networks for data sharing among public safety agencies in the region and elsewhere;***

This is one of the core requirements for PSnet, and it already provides extensive interconnection of networks and facilities used by public safety agencies, as well as support for information sharing through a variety of applications. However, as systems evolve, and new capabilities are introduced for public safety agencies, our team will continue to evolve PSnet to address new interconnection requirements and information sharing needs. Furthermore, we will extend PSnet's network management and security umbrella to cover new interconnections and information sharing applications.

### ***2. Support efficient, diversely routed, and redundant access to key central public safety systems such as the Integrated Criminal Justice Information System (ICJIS);***

While PSnet today provides efficient, redundant routing via diverse paths and technologies throughout the Region, improvements can be made in many areas. For example, the microwave backbone has changed little over the past decade, and no longer reflects an optimal system for interconnecting major backbone nodes, nor does the microwave topology reflect new fiber optic paths that have been incorporated into PSnet. Similarly, additional fiber optic links are needed to improve system diversity and augment the microwave links. Our team is intimately familiar with these issues, and has already developed recommendations to improve path and technology diversity for PSnet.

We also fully understand the application and service interconnections that need to be supported, and how the current PSnet network topologies relate to services such as ICJIS, as well as other vital services including public safety radio systems, camera systems, CAD information sharing, and BRIC applications. Our team has advocated for improvements in the PSnet plant to better serve these important applications, and we have made specific recommendations to further optimize the PSnet footprint to reflect the actual application and service interconnections.

### ***3. Optimize and secure backbone support of the regional/state MUZIC APCO P25 radio and data system;***

Our team has directly addressed many of the communications challenges associated with supporting P25 system deployments, including radio consoles and C-Sub systems. We have worked closely with Motorola and their radio shops to meet all P25 requirements. QoS controls have been implemented throughout PSnet in order to support radio system requirements, and we have customized routing to improve performance of MCC7500 systems when PSnet routes around path failures. We have also deployed an integrated VPN solution

for Motorola MCC7100 deployable consoles that is used throughout the Region for special events, command posts, or *ad hoc* console support.

In addition to P25 systems support, PSnet has also been extended by our team to support legacy LMR radio trunking. This has included deployment of TDM-over-Ethernet solutions for analog circuits, T1 interfaces, and V.24 digital connections. Special provisions have been made to insure adequate security and QoS controls are incorporated to address limitations of legacy systems and interface equipment. Furthermore, we have customized PSnet management systems to provide powerful diagnostics and monitoring tools for these legacy systems.

Based on the experience our team has acquired in dealing with real-world radio system support over a robust packet network, we are well aware of where further improvements can be made, as well as what needs to be done to integrate additional radio systems into PSnet. We recognize that traditional copper line telco services are going away, and that radio technology is improving in ways that will require further expansion and optimization of PSnet services. We are well equipped to deal with these challenges.

#### ***4. Effectively use and optimize “Loop A” Fiber usage by the partners;***

In 2009, members of our team proposed to the Commonwealth and the Cities of Boston and Cambridge, along with METFON, that the conduit facilities deployed by the Joint Trench Partners (JTP) could be leveraged to provide robust cross-border communications that would also reach important carrier hotels, specifically the Markley facility at 1 Summer in Boston, and the Level3 facility at 300 Bent in Cambridge. We then facilitated an agreement involving EOPSS and the Cities of Boston and Cambridge that resulted in a 432-strand fiber bundle being run throughout the core “Loop A” conduit bank, with interconnections to multiple important Commonwealth and municipal sites, plus the carrier hotels.

Although PSnet was identified back in 2009 as one of the networks that could utilize the Loop A fiber, labor budget constraints have kept PSnet from taking advantage of this valuable resource. However, with other improvements that our team has introduced into the PSnet backbone, it is now quite feasible to integrate Loop A fiber into PSnet at modest cost resulting in substantial improvements in backbone resilience and capacity. We also understand how Loop A, and other conduit banks deployed by JTP can be further leveraged to extend PSnet fiber connections within Boston and Cambridge, as well as to Somerville and Everett.

Based on prior projects, our team has extensive knowledge of options for extending fiber throughout MBHSR. For example, it should be feasible to leverage Commonwealth fiber to reach Chelsea and MITC, and MBTA fiber could be used to reach other communities, particularly Revere and Winthrop. However, planning for fiber extensions is not just a matter of knowing where the conduit banks and existing fiber bundles are located. It is even more important

to incorporate actual network needs into the planning process, including locations that are served by microwave links. Fiber and microwave will continue to be complementary technologies that should be incorporated into an integrated network design.

Municipal fiber is another important resource that our team has leveraged extensively over the past five years to extend PSnet's footprint to many more sites. At this time, PSnet leverages municipal-owned fiber in every MBHSR community, with extensive deployments in Cambridge, Quincy, Revere, and Winthrop. Furthermore, we also worked directly with Harvard University and MIT to leverage their fiber resources, and we added new microwave sites based on fiber connectivity to campus high-rise buildings.

We intend to work with the PSnet EC and Regional stakeholders to plan further deployments of fiber between PSnet sites, and to continue to add new sites leveraging new or existing fiber. These investments should provide value to MBHSR for decades to come.

#### ***6. Support and secure backbone use for video usage and access including wireless access;***

PSnet and the CIMS camera network have evolved in a coordinated manner for much of the past decade. Our team includes the key contributors to both projects, and we collectively have a track record of working collaboratively to the benefit of the CIMS camera and application deployments, while also adding value to PSnet. For example, there are multiple instances of where camera sites are now also public safety radio sites and vice versa.

We can also reference multiple examples where PSnet extensions have improved communications to mixed-use sites where cameras systems have benefited from the Regional approach our team has fostered. Just one example is the Winthrop Water Tower that now reaches cameras on the Boston Lighthouse. This is a Winthrop-owned site that provides camera backhaul from multiple sites, important backbone microwave links to Chelsea and Quincy, direct fiber into the Metro North RECC, and it is an important public safety radio site.

CIMS is today, and will remain, the largest application operating over PSnet. CIMS also reaches to more sites by far than any other application running over PSnet. Most of the camera connections are via short-haul microwave links. Collaboration between our team members over the past few years has resulted in significant and crucial improvements in camera microwave links, including robust security and in-depth management and monitoring of camera links. During this same time frame, the number of cameras deployed has nearly doubled, while video quality and resolution has improved drastically.

Looking ahead, we do recognize that many challenges will confront current and future camera deployments and microwave backhaul links. The 5 GHz bands are

becoming ever more congested, which reduces reliability and capacity, while increasing error rates. Some of these problems can be addressed by using newer microwave technologies, and even shifting to less crowded bands. Other strategies will involve reducing link distances and leveraging fiber more effectively. Our team has considerable depth of expertise, and extensive practical experience with deploying and operating camera microwave links. We are confident in our joint capabilities and expect to be able to continue to overcome the many challenges in this area.

***7. Plan and develop shared access by mobile users to carrier facilities;***

(See also responses to Section 3 items 7, 16, and 25)

Starting with the first PSnet pilots, VPN technologies have been used to establish secure communications throughout the Region, as well as remote access to PSnet services from the Internet. Our team has deployed and operated all of the VPN point-to-point and remote access services. This includes the remote access gateway for MCC7100 console access to P25 radio systems. We are also, ourselves, major users of VPN remote access services since we use these facilities to access PSnet and CIMS for engineering and maintenance work.

In addition to the basic VPN secure communications mechanisms, we have also deployed a central RADIUS service for authentication of remote access services. This has allowed us to assign a RADIUS account to each authorized user that can be used for VPN access, as well as for accessing network equipment and services within PSnet. This improves security, since passwords and accounts are managed centrally without keeping passwords in clear text, and when a user is no longer authorized to access PSnet facilities, we can immediately disable all access by disabling their RADIUS account.

However, PSnet needs to up its game substantially for secure remote access as well as access to applications, services, and network equipment. Use of the PPTP remote access protocol needs to be phased out, though this will also entail working with municipal Internet firewalls to enable use of modern VPN remote access protocols (e.g., L2TP/IPsec or OpenVPN). Another approach to dealing with local firewalls that block VPN protocols would be to deploy VPN proxy services that would reside on a local public safety network, and that could leverage the PSnet IPsec firewalls that are deployed for CJIS communications.

At the same time, secure remote access needs to be extended to smart phones and tablets, and be configured to work over cellular networks and wireless LANs. Use of so-called “mobile VPN” services that allow user devices to roam between different types of wireless and wired networks without losing VPN connectivity may be appropriate for certain classes of users or applications, though these sorts of services can be quite expensive, and are not needed by the majority of remote access users.

It is also essential that authentication and access control services be expanded to provide directory services, public key certificates, distributed syslog services, and secure DNS (DNSSEC, DANE, DNSCrypt) in addition to RADIUS. Deploying, expanding, and upgrading these services has been repeatedly proposed as an essential initiative over the past eight years.

These services are vital to deploying and operating Regional applications that also require authentication and access control. In particular, it is highly desirable to provide one set of procedures for issuing and managing user (or device) accounts so that a user can be authorized to access specific applications, as well as establish remote VPN connections with a single account. Then, should this user leave or change roles, their account authorizations can be revoked or modified for all applications and services quickly and efficiently. Ideally, MBHSR should implement a *federated* system where user accounts established by individual agencies in each community could be authorized to access PSnet services and Regional applications using direct interactions between PSnet directory services and the local agency's own directory services (e.g., Active Directory). Aside, PSnet has provided the ability for specific systems residing on PSnet to reach authentication services provided by an individual agency.

Finally, the issue of VPN remote access from the Internet raises important concerns regarding reliability and survivability of these services. Currently, PSnet has only two connections into the Internet. We have had instances where Comcast maintenance has degraded both connections at the same time, making it difficult for support staff to access PSnet for maintenance and diagnostics work. This issue is addressed in further detail under the next topic.

#### ***8. Develop a plan to implement shared internet in times of major local or other internet disruptions;***

The Region as a whole is increasingly reliant on quality access to the public Internet for a variety of services, including the full array of cloud-based services that are becoming ever more common. Even traditional phone services frequently rely on Internet connections, or specialized services based on public Internet infrastructure. At this point in time, Internet access must now be considered an essential service for public safety agencies, and indeed for nearly all municipal services.

Similarly, PSnet is also dependent on Internet access for VPN remote access, provision of InterMapper services, software update services, DNS, Network Time, and remote support services provided by vendors (e.g., HPE, Mutualink). In addition, PSnet delivers services to agencies that depend on Internet connectivity such as ShotSpotter, Sprint Mobile (for Chelsea), remote camera access, and FATPOT connections to ambulance services and university dispatch operations. PSnet also provides Internet access to a couple of the EOCs.

For several years now, plans have been proposed to upgrade PSnet's Internet connections. Actually, PSnet did have direct access to Tier 1 ISPs at the Markley facility (1 Summer) at one time, but the vendor that set up this service for PSnet and EOPSS went out of business, with the result that PSnet was downgraded to using Comcast connections provided by first Cambridge Public Safety, and later a second connection provided by Boston Police.

At the outset of this new contract, we intend to immediately propose concrete plans to upgrade PSnet's Internet services with direct connections from the Markley and Level3 carrier hotels leveraging "Loop A" fiber plus the fiber that Harvard has donated that interconnects these two facilities along with existing fiber provided by Boston and Cambridge used to reach these facilities from other PSnet locations. The plan will involve direct peering with multiple ISPs in order to reduce reliance on any one provider, and also to optimize local connections for Regional connections, including VPN remote access services.

We will also work with MBHSR communities to explore options and develop plans to utilize the resilient PSnet infrastructure to provide high availability Internet services to agencies with critical needs for Internet access. This has the potential to remove one important source of risk to agency Internet access—*i.e.*, the local telco or ISP connections used to connect an agency or municipality to the carrier hotels or other peering locations. This could be especially helpful in reducing the threat of Regional communications outages during major disruptive events.

Finally, there may be economies of scale that could be exploited if PSnet served as a Regional access network for reaching the major carrier hotels. There are several factors at play here, but a key benefit is that Regional Internet bandwidth could be acquired in bulk directly at a carrier hotel, where Internet bandwidth tends to be much less expensive than when delivered by a local ISP via telco or cable infrastructure.

Our team has extensive experience with all of these issues, coupled with a deep understanding of the internal workings of the public Internet. We have also worked with other municipalities outside of MBHSR on providing Internet access, often under difficult circumstances. We know how to accomplish these objectives, and to do so cost effectively.

### ***9. Maintain all PSnet connections throughout the MBHSR;***

For the past decade, our team has maintained and supported all PSnet and CIMS connections throughout MBHSR. We have intimate knowledge of every site, every link (both microwave and fiber), every switch/router/firewall, every server, and every camera. We also know the history of all equipment and sites so that we understand where there are weaknesses or other issues that affect reliability and maintainability. Equally important, we know who the key players are, and who to work with when problems do occur. Even when the people have

changed, we've always been able to reach out to the current players and engage the correct parties in whatever needs to be done to resolve a problem, report progress, or confirm resolution.

Maintenance is always a high priority activity that frequently pre-empts other activities. However, our team has been on a mission to reduce unexpected or emergency maintenance work through better planning, intelligent use of redundancy, improvements to diagnostic tools, and proactive care applied to systems. Today, many outages of links or equipment, and even entire backbone sites, tend to *not* disrupt services, or cause only minor disruptions. We expect to continue to refine the network through better design and planning in order to continually drive down the cost of maintenance and minimize any potential for service disruption.

We fully expect that our team will continue to provide necessary maintenance and support for all PSnet systems, including the CIMS camera systems. We have worked well with each other and with other vendors for a long time, and will continue to do so.

#### ***10. Maintain network management systems and services;***

One of the key success factors for PSnet is that our team has made effective use of network management tools from the earliest days. These tools are used throughout PSnet, and they are made available to stakeholders and other vendors working with PSnet applications or services, as well as some non-PSnet systems. Important tools in the PSnet management suite include:

- InterMapper
- RANCID (configuration management)
- Syslog
- SmokePing
- RADIUS
- DNS
- Exim4 email forwarding
- Custom scripts to analyze and audit system performance
- Technology-specific tools, such as vendor tools for microwave radios or virtual machines (VMs)

All of these tools are used continuously to monitor all PSnet systems, report issues, diagnose problems, plan repairs or upgrades, and maintain a comprehensive baseline of system behaviors. We have further customized and extended each of these tools to adapt to all equipment used in PSnet, even highly specialized equipment.

Network management is often associated with fault detection and response. However, this is a limited view of how comprehensive network management

should be conducted. In particular, management tools are vital to insuring security of the systems and applications. Automated reporting of alerts can be used to notify responsible parties when there are component failures, as well as when there are indications of potential attacks or unauthorized access to systems or applications. Our team brings decades of real-world experience with network and security management to PSnet, and we intend to continue to improve and refine management tools.

One other point worth emphasizing is that an effective network management system is also the best way to maintain vital documentation on how the system is configured, and how well it is performing both in real time, and over longer-term trends. Our first priority for documentation is to make sure that the current state of the system is reflected in the network management tools. InterMapper is the most important tool in this regard, but it is complemented by RANCID, syslog, and the custom scripts that we have developed to extract detailed information from the system on a periodic basis.

### ***11. Maintain network backbone for the Critical Infrastructure Monitoring system (CIMS);***

The first real application running over PSnet was the CIMS video service, and this remains one of the most important, and certainly the largest application today. In a very real sense, PSnet and CIMS have been, and remain, “joined at the hip.” Our team comprises the key contributors to both PSnet and CIMS, so we have deep understanding of the important relationships between PSnet as a backbone network service, and CIMS as a means for reaching cameras and connecting them to video recording and monitoring servers.

We will strive to not only improve the quality and delivery of CIMS services, but to also continue to derive synergies and economies of scale by leveraging the natural overlap of these systems. Whenever maintenance takes place for camera systems at a site, an opportunity exists to address PSnet proactive maintenance at the site. Similarly, as PSnet improves backbone capacity and reach, CIMS can benefit directly. There will also be synergistic opportunities that will benefit other applications, such as public safety radio systems. In fact, we already have numerous examples of where joint planning has resulted in expansion of PSnet that has benefited CIMS and other applications, such as radios.

### ***12. Provide 24 X 7 network monitoring of all PSnet servers and all PSnet services for any problems;***

We have built in comprehensive monitoring of all PSnet (and CIMS) systems that provides automated notices of problems and the tools to quickly assess the nature of an issue 24x7. These monitoring systems have been deployed redundantly and operate 365 x 7. Not only do we, as support vendors, receive alerts and notifications, we also deliver relevant subsets to key stakeholders.

The more important objective should be that problems get detected quickly and that appropriate responses occur in a timely manner. Our track record is that we have provided timely responses to problems, and we anticipate continuing to do so. To the extent that PSnet is sufficiently robust and resilient, then most component or link failures will not disrupt services, and many such problems can be resolved remotely as a matter of course.

***13. Provide automated problem alerts and notifications to MBHSR member agencies as well as maintenance vendors;***

Our team has deployed a robust system for automatically detecting and reporting problems to appropriate parties, including our own team members, key stakeholders in the agencies, and to other vendors as appropriate. Note that we also respond to automated alerts from other vendors' systems (e.g., Motorola UEM notices, HPE notices and alerts, Mutualink appliance problems).

There is certainly room for improvement, and we will develop and propose plans for more effective event reporting as well as tools to make it easier for individuals and groups to manage their subscriptions to alerts. We already allow some stakeholders who have expressed an interest in receiving notices to control which notices they receive. Another goal would be to further reduce false positives and repetitive alerts for the same or related problems.

***14. Provide telephone and email support functions to PSnet representatives and key local IT personnel;***

Our team has been responsive to telephone and email support requests throughout the past decade, and we will continue to be responsive. We have responded to requests that have come in at all times of the day and night, on weekends, and even when on personal time off. Not only do we respond to support requests from MBHSR stakeholders, we also respond to requests from other vendors on an equal basis. After all, if another vendor is working a problem that impacts stakeholders, then we feel an imperative to treat such requests with urgency.

***15. Manage relevant and timely software updates (security and maintenance patches);***

Not only have we provided life cycle management of firmware and software for all equipment and infrastructure services, we also track status of all firmware and software used throughout PSnet. For Windows systems, we have established a WSUS service within PSnet to handle software updates from Microsoft. This allows us to better manage and track Microsoft updates, and Windows systems residing on PSnet do not (and are not allowed to) pull software updates directly from Microsoft.

We also stay on top of all security notices and advisories from a wide variety of sources, including the manufacturers of PSnet equipment. Whenever a security advisory relates to systems or equipment used in PSnet, we promptly investigate whether our systems are vulnerable to the issue reported. This allows us to take a measured approach, and only perform updates when appropriate. We also implement workarounds or other measures to mitigate exposures when warranted.

Another service we have provided is to advise the PSnet EC and OEM of actions required to maintain software licensing in order to assure that we are able to remain current with important software systems.

***16. Support data backup services and recovery;***

Comprehensive data backup and recovery requires multiple approaches depending on the nature of the data, where it is stored, how recovery is achieved, and how the applications that use the data are architected. There are also concerns with data security and policies that stipulate how data confidentiality must be maintained, or restrictions on where data can reside. Today, multiple approaches are taken to data backup and recovery within PSnet, where the approaches are tailored to the data and associated applications.

There are certainly improvements that can be made to backup systems and procedures once budget is available to work on such tasks. We have also proposed that PSnet could provide a general backup service to the MBHSR communities for off-site backup, with the distinct advantage that both PSnet hosting centers are located in law enforcement facilities, and CJIS-compliant encryption is already in place for data transferred to or from backup utilities at the hosting centers. It would even be quite feasible to provide a service for disaster recovery of agency servers by allowing agencies to set up their own VMs at PSnet hosting centers, which would provide data backup plus the ability to recover an entire system

***17. Develop and manage security policies, systems and techniques including authentication; maintain PKI (certificates) and other PSnet security measures;***

(See also responses to Section 3 items 6, and 25)

Our team has considerable depth of experience with all aspects of modern cybersecurity and related technologies. For PSnet, we have long advocated a comprehensive approach to deploying and integrating the essential machinery used to provide authentication, access controls, confidentiality, and data integrity. Although we have utilized a RADIUS system for authentication and access control for much of the past decade, we have also been forthcoming that the current RADIUS services are in need for a complete overhaul. In addition to RADIUS, we have also managed IPsec tunnels within PSnet using public key certificates and we maintain a minimal PKI system for certificate issuing and

management. For secure access to servers, we have been using commercial certificate issuing services, or locally generated certificates.

What we strongly recommend is that a new system be built on a foundation comprising an LDAP directory system, with integrated PKI, RADIUS, Kerberos, and DNS services. Microsoft Windows Server systems provide such an integrated solution, with the potential to support federated systems that could interoperate with the MBHSR agencies. We can then provide centralized management of account credentials for users and devices that will support strong access controls and secure communications for nearly every PSnet service, including access to equipment for system administration. Another advantage to this approach is that account privileges can be centrally managed and adjusted when roles change or users leave. We would also be able to issue certificates to end users for secure VPN remote access, mutual authentication using HTTPS protocols, and support for public-key SSH logins to administer equipment or services.

Another imperative is that all security systems and operational practices be continuously audited, with regular review of audit controls and actual audit data. This will insure that PSnet is ready at any time for external audits. Note that one of the first sets of controls than a competent external audit will review are the practices for regular self-audit. If effective audit practices are established, there can be a significant payback, since self-audits tend to find operational problems (*e.g.*, configuration mistakes) quickly, and in a way that makes it easy to find and correct the problem. In other words, good audit practices not only help address security concerns, they can make a big difference in maintaining a healthy system where problems are detected early—often before services are impacted.

***18. Assess and document current PSnet equipment life cycle and replacement costs;***

Our team has consistently identified and reported on concerns with the health and supportability of equipment deployed in PSnet. We will work with the PSnet EC to establish priorities for replacing equipment that has truly reached the end of its useful life. Our input to the PSnet EC will not only explain why equipment is no longer suitable, but also what the impact on the overall network and applications will likely be should this equipment fail completely.

Many of the backbone microwave radios currently deployed in PSnet have reached this state and plans for replacement will be put forward. However, this planning needs to factor in the current state of the network, and some equipment should probably not be replaced directly, but instead augmented with newer (or redeployed) equipment that better meets the current design goals for the overall network. For example, some of the older backbone microwave links should not be directly replaced, but instead augmented with new links that optimize the backbone topology given the existence of other microwave and fiber links that

have been deployed. There is also equipment that requires regular service, or parts replacement. UPS batteries are an example of parts that need to be replaced regularly. Backbone microwave radios should get periodic inspections and preventive maintenance, including checking alignment and confirming that the alignment mechanisms still work.

Since we work closely with the applications, network, and all equipment deployed throughout PSnet and CIMS, our team has direct knowledge of where there are deficiencies or issues needing attention. We will work with the PSnet EC to establish priorities for periodic maintenance and scheduling of equipment overhauls or replacements.

***19. Provide senior technical assistance and end user-friendly training for municipal stakeholders;***

Our team has consistently provided technical assistance and advice to all stakeholders. We have always been available to discuss issues of concern, or just topics of interest relating to PSnet and the applications it supports. We also continue to offer to advise OEM on technical issues and strategies.

Where there has been sufficient interest, we have provided training for stakeholders, and will be happy to do so in the future. The training we have provided has been tailored to the needs and interests of the stakeholders. We have also provided training to other vendors. We take a problem-solving approach to training presented in a neutral manner that avoids gratuitous promotion of any specific products or commercial interests.

Since this topic is open-ended, we propose to work with the PSnet EC to identify areas where training is sought, and develop plans for training initiatives that will also engage the appropriate players in the training program.

***20. Assist in the development of PSnet policies, standard operating procedures, Memorandum of Understanding and governance guidance;***

This is a broad topic that reflects responsibilities that properly reside with MBHSR, OEM, CIS, CIMS, and the PSnet EC. While we have contributed directly to efforts to define policies, SoPs, and MoUs in the past, our role was as advisors, and we believe that is the appropriate role going forward.

However, our team does have significant experience in these matters, and we have directly supported senior management at other clients in defining policies, SoPs and MoUs for their organizations or industry consortia. We also work directly with the various bodies that wrestle with Internet governance on the international stage, and we can share this experience with MBHSR and its various stakeholders.

***21. Recommend and procure network devices and software as approved by the PSNEC;***

Our team has consistently developed recommendations for equipment and software to be deployed within PSnet, and we have always provided these recommendations along with justifications and detailed explanations to the PSnet EC and OEM. Since 2009, nearly all equipment procured for PSnet has been recommended by our team, including for CIMS cameras and video servers.

We have also directly procured much of the network routing/switching, security, and power management equipment currently deployed within PSnet. We can easily make the case that we have saved the Region millions of dollars in capital expenses. In addition, we have reused much of the PSnet equipment that had previously been taken out of service during network upgrades. CIMS cameras and servers have also been reconditioned and redeployed into active service. As an aside, these practices are quite typical of other network operators, including telcos and ISPs.

When recommending equipment, we will consider all factors, including cost effectiveness, performance, suitability, maintenance costs, spares inventory, manageability, reliability, security, and manufacturer stability. Similar considerations will also be factored into recommendations for software purchases.

***22. Make reports on recommendations for further PSnet development and build-out to include equipment and policy;***

Again, this is something that our team has done consistently throughout the entire history of PSnet and CIMS. We are strategically focused on where and how PSnet needs to evolve, and we maintain plans for addressing weak areas in the network or with services.

At the beginning of the new contract period, we intend to develop an agenda for improving and expanding PSnet, and we will review this agenda with the PSnet EC and OEM. We will then agree on priorities with the EC, and follow up with detailed plans for each priority initiative. When equipment or software is required, we will research suitable options and make specific recommendations as part of the plan. We will also conduct trials of equipment or software to confirm that it meets the needs of the Region.

In some cases, new priority initiatives may conflict with existing policies, or require putting forward new policies to establish management approaches to leveraging new capabilities or services provided by PSnet. We will work with the PSnet EC on assessing policy implications, and offer advice on how to craft new policies where appropriate.

### ***23. Ensure the mission-critical readiness of the network;***

Given the management systems in place for PSnet today, we already have a real-time status on overall system health and readiness. We also know when systems are degraded, such as when a link is down, or a redundant piece of equipment has failed. Since a degraded condition increases the risk that mission-critical services could be disrupted, we can respond accordingly.

Recognizing that security problems can also adversely affect readiness of the system, we recommend a regimen of regular self-audits, but focused on more than just security concerns. Our team has developed tools for extracting information for audit purposes, and our audit practices review many vital aspects affecting system health and security. Although budget constraints have curtailed regular self-audit over the past year or so, we strongly recommend that we return to this practice under the new contract.

### ***24. Assist in long-term sustainability for PSnet;***

Long-term sustainability is a strategic imperative for PSnet. Our team has engineered networks that have survived and thrived over decades; much longer than PSnet has been in existence. These successes have not been accidental, they were achieved because of conscious design decisions and rational management policies. This issue is foremost in our minds as we develop plans to enhance and extend PSnet.

One important tenet of PSnet is to “build once, and reuse often.” This simultaneously reduces aggregate costs to support the system, while facilitating new uses that can be deployed rapidly at much lower cost than deploying parallel networks. When costs are kept low, and value grows, a beneficial cycle is established that promotes long-term sustainability.

Achieving sustainability is a complex topic that involves many factors and considerations, including political concerns. As professionals who have direct experience with these issues in a variety of contexts, we are well equipped to assist MBHSR in achieving sustainability. We also consider this to be one of the most important areas where we can contribute.

### ***25. Prepare PSnet to interconnect to NG911 network;***

PSnet today is fully prepared for integration with NG9-1-1 networks and services when these become available. It is not a stretch to say that PSnet already provides all the hallmarks of what an NG9-1-1 network is supposed to be capable of, including support for voice, text, images, video, data, voice radio systems, and radio consoles. Furthermore, PSnet has been engineered for strong security, high availability, and even survivability. The Regional nature of PSnet also makes this an ideal service for supporting mutual aid across borders and

disciplines, and it could allow all of MBHSR to rapidly adopt NG9-1-1 services whenever these become available.

Our team is familiar with the NG9-1-1 objectives, and we have been monitoring the development of associated standards and recommended practices. We can move quickly whenever MBHSR communities are ready to integrate with NG9-1-1 systems. We are also pursuing initiatives (ref. discussion under topic #7) that will further enhance PSnet readiness for NG9-1-1.

***26. Provide VPN site-to-site services and remote access to municipal stakeholders as directed by the PSNEC;***

(See also responses to Section 3 items 6, 7, and 16)

As noted under topic 6 above, our team developed both the site-to-site VPN solution and the VPN remote access services that have been successfully used in PSnet for many years.

The site-to-site IPsec tunnel deployments employ novel practices that have provided considerable flexibility without requiring extensive reconfigurations to support new site-to-site connections. The security measures are fully compliant with the FBI CJIS guidelines, but support many more applications than just law enforcement. We have achieved high standards of service and reliability, with many IPsec tunnels staying up continuously for years at a time. We also use the site-to-site facilities to extend PSnet to locations reached via the Internet while maintaining very high security standards. PSnet management services are also able to ride these IPsec tunnels when we need to provide management of sensitive systems, or systems that are outside of PSnet, such as a municipal public safety network.

PSnet VPN remote access services are used by a broad base of users for a wide variety of applications. In addition to PSnet stakeholders, vendors and other agencies also make regular use of these remote access services, and a separate system has been deployed for the Motorola MCC7100 deployable consoles. However, as noted under topic 6, we recommend significant upgrades to these services to strengthen security, enhance usability, and better integrate modern mobile devices (including cameras, smart phones, tablets, and laptops used in cruisers, fire trucks, and ambulances).

***27. Perform any other duties as deemed necessary by the PSNEC;***

We have always been receptive to issues raised by the stakeholders as a team and have consistently taken the lead in presenting such issues to the PSnet EC. We have also been flexible in adjusting plans to accommodate new initiatives, or to reflect budget realities.

## **Section 4: Project Requirements**

### ***1. Technical consulting including requirements analysis, definition and documentation of interoperability standards, defining and testing specifications for network infrastructure, equipment and appliances;***

Our team has been providing professional technical consulting services for decades to a broad variety of clients from commercial organizations, government agencies, and industry consortia. We have extensive experience in requirements gathering and assessment. As past contributors to industry interoperability standards, we understand the many challenges to achieving practical interoperability. We are actively engaged in large-scale testing of the US Internet infrastructure, and we understand the workings of modern network equipment from both hardware and firmware perspectives.

We have also invested considerable time and effort over the past decade to understand the challenges confronting public safety players, and their vital needs for dependable network services. From our hands-on work with PSnet, we have a deep understanding of the CIMS camera applications, the role of RMS and CAD applications, and the many facets of public safety radio systems and consoles. This puts us in the unique position of being able to provide technical consulting that leverages our understanding of public safety needs and technologies combined with our many decades of experience with leading-edge networking systems.

Our perspective is that effective technical consultants must stay out ahead of the challenges of today so that they can anticipate where their clients need to go, and what will be required to adapt to changes in technology, operational roles, and governance. We are confident we can contribute to meeting the needs of MBHSR for technical expertise and planning.

### ***2. Network engineering in support of the PSnet system;***

As the team that conducted the original PSnet feasibility study, and that has provided the network engineering that has brought PSnet to where it is today, we are quite familiar with all aspects of the network design and every corner of the physical network. We are “full stack” engineers who deal with everything from physical installations and power management all the way up to the overall architectural structures of PSnet, including management, security, and application infrastructure. We sometimes refer to this as “dirt to blue sky.”

We have a pragmatic view of what PSnet is today, and where it needs to be taken in both the near- and long-term. However, this is not just our way of looking at PSnet—we constantly strive to understand the various points of view of the stakeholders. Our philosophy is that effective engineering should not only meet the fundamental technical requirements, but also lead to a more sustainable

system capable of continuous evolution to meet new challenges and requirements as they emerge. We have this covered!

***3. Network monitoring, fault identification and real-time alarm reporting 24X7, 365 days per year using network monitoring tools as supplied by PSnet (currently Intermapper).***

We have devoted considerable effort to baking solid management and monitoring capabilities into PSnet. This is more than just the machinery of management, it also entails optimizing management practices to meet the needs of all the players who interact with PSnet—not just the support staff or engineers. Automated tools for continuous detection of problems and reporting these problems are important elements of the overall network management infrastructure, but these capabilities need to be extended to provide rapid notifications and alerts to all parties who might be concerned with the associated network event. This requires considerable effort to *tune* the system to avoid false positives and repetitive notifications. Otherwise the notification system will become more of a nuisance than an aid.

It is also worth noting that PSnet uses more than just InterMapper for monitoring and management. Another vitally important tool is RANCID that captures current configurations from most of the network equipment (switches, routers, firewalls) on an hourly basis, and stores the configurations in a source control repository. It also sends out emails to the network engineers that include every change made to any of the configurations during the past hour. This tool gives us the ability to look back in time and find out what the configuration was for a specific device on a given date. We can then look at how that prior configuration compares to the current configuration, or the configuration on some other date. This also allows us to discover unauthorized changes to equipment configurations.

A set of scripts have been developed that allow us to pull current status information from all network devices, along with syslog records and other operational information. These scripts aggregate this information, thereby allowing us to look at the “big picture,” and then easily drill down when we find some behavioral anomaly or other change that warrants investigation. This often brings to light issues that are not visible with the other tools, including misconfigured devices or indications of potential security compromises. Trends are also maintained that allow us to project whether operational limits are being approached, such as the capacity of a link or the CPU performance of a firewall.

Collectively, all of these tools allow us to practice proactive management of the network. This allows us to head off problems before services are affected. Of course, proactive measures are only effective when they are acted upon before the problems occur. It is also worth noting that the highly redundant, multi-path architecture of PSnet also facilitates a proactive approach to support and

maintenance, and the network management tools complement the resilient architecture.

Another relevant observation is that these network management tools provide comprehensive documentation of the entire system with dynamic, constantly updated views of the current state of the network and applications running over the network. This documentation is “live,” and can be poked and prodded to dig into details about each device in the network, and its current relationship to other devices, links, and applications.

Over the past couple of years, too little attention has been paid to maintaining the network management system, and so we propose that priority be given to bringing this system back up to date and tuning it to meet current needs. Of particular concern is that automated alerts and notifications need to be more broadly disseminated, and they need to cover all aspects of the system, including applications and security warnings. We also need to create specialized views (maps) of the network to reflect the concerns that different users might have. For example, a map that shows all of the radio systems in a municipality and the current state of the network and radios is valuable for the people who need to understand the state of their radio systems without having to dig through other irrelevant information.

***4. Network operations support to include fault resolution assistance and network administration function performance. Network problem resolution is at times required outside of normal business hours.***

When problems are detected in the network, or applications running over PSnet, the first step typically involves diagnosis of the nature of a problem and pinpointing the likely cause(s). Situational awareness may also factor into problem analysis and cause determination. For example, if a site goes offline, is it because the microwave link(s) to the site stopped working, or a switch/router failed, or power went out? If the current situation is that it is raining heavily, then a likely cause of microwave outages is “rain fade.” However, if a situational assessment indicates that there is a local power outage that occurred half an hour ago, then it is likely the site is down due to the UPS batteries being exhausted. With proper tools at our disposal, our team has regularly diagnosed problems with high certainty of cause within minutes of responding to notifications.

Once we have diagnosed a problem, we can then take concrete steps to resolve the problem or execute a workaround. Based on the nature of what needs to be fixed, we can then determine who is in the best position to resolve the problem, and whether someone needs to be dispatched to perform an in-field repair or correction. When warranted, parallel responses will be initiated, such as when a workaround is implemented while a field repair is scheduled. In many cases, we can work with local public safety staff to take corrective actions or implement workarounds.

Given the resilient design practices employed in PSnet, many operational failures do not immediately affect services, and therefore result in a degraded, but still functional state. Such degraded situations still need to be corrected so that the network returns to its fully resilient state. Unfortunately, there are multiple degraded conditions in PSnet today where equipment or links should have been restored to operational status, but were allowed to languish due to budget constraints. Therefore, we recognize that there is a backlog of repairs that need to be pursued at the outset of the new contract. We have identified these situations and propose to address these expeditiously.

We believe our team has a solid track record of responding to problems in a timely manner with appropriate urgency. When services are disrupted, due to network problems, we have frequently worked outside of normal business hours to restore services.

***5. Project management, including technical or installation services performed by other contractors under separately bid contracts, coordination and support for meetings and communications with stakeholders, state and municipal government agencies and organizations, network asset owners, network operators and other parties that are identified during this engagement, rights and permitting as needed.***

Our team fully appreciates that effective coordination amongst all players is vital to efficient progress, and rapid problem solving. Of course, effective coordination requires effective communications between the organizations and individuals that need to cooperate. Furthermore, collaborative problem solving requires putting egos aside, and focusing on the problem, and not who to blame. While this is just good, common sense management, we fully appreciate that it takes real effort to manage collaborative efforts.

Throughout the entire history of PSnet, members of our team have worked with all stakeholders, as well as the other vendors and organizations involved with supporting or using PSnet. We believe we have fostered solid working relationships with everyone, and we often play facilitation roles, even when we are not ourselves directly involved.

***6. Procurement support including specifying and ordering equipment on government contracts, and publishing and review of procurement request documents from the MBHSR jurisdictions and partner stakeholders;***

Collectively, our team has always played a major role in specifying, ordering, installing and integrating equipment for use in PSnet and CIMS. We have also provided extensive review and well-researched advice on what to procure in the way of equipment or software, including procurement proposals from stakeholders.

We believe we have a responsibility first to the stakeholders to help acquire the right equipment or software for the actual need, and then to the taxpayers to provide the best possible value.

***7. Furnishing certain necessary equipment, hardware, labor and procedures to support PSnet as approved by the PSNEC;***

Yes, we have always done that, and we will do so in the future. We have always worked with the PSnet EC to determine what needs to be done, and we have provided information and advice useful to the EC in making decisions and setting priorities.

Our approach is to facilitate reaching a decision with the EC on what should be done, and then making it happen with minimal fuss. If problems crop up, we bring these to the attention of the EC along with recommendations on how to correct the plan and move forward.

***8. Managing the security design and implementation according to industry standards, insuring various technical standards, configuring device setup and providing other configuration services and training;***

Security, like network management, has been baked into PSnet. In accordance with best practices, we employ a “defense in depth” approach where there are intentionally overlapping, complementary security measures deployed in such a manner that a compromise of one measure does not expose the entire system. We also practice multi-party controls to minimize the possibility that one user can compromise the entire system.

Security technologies can be quite complex, and suffer from being brittle by their very nature. In many networks, service disruptions are more often due to security measures than actual network failures. Consequently, configuration of security technologies requires great care, and attention to many details. The PSnet team has established a track record of strong security with minimal disruption of services. The security measures we have deployed adhere to industry standards, have been meticulously configured to meet the objectives, are well documented, and have performed reliably over many years.

***9. Managing the collection and dissemination of a variety of types of information and documentation. All documentation is to be stored on the PSnet SharePoint site, unless otherwise directed by the PSNEC.***

As noted above, the most essential documentation for PSnet is provided through the network management tools we have deployed and maintain. This is documentation that reflects the current state of the network, and we have customized the tools to allow users to drill down to get further details. InterMapper is the most accessible and useful tool, and we have made it available to stakeholders and other vendors who work with PSnet or support applications

that operate over PSnet. With this one tool, a user can access significant details without having to log into various devices or peruse esoteric log data. Much of the information presented by InterMapper is graphical in nature. We also utilize RANCID for configuration management, syslog for capturing event logs, SmokePing for graphical presentation of real-time network response time and jitter, and custom scripts for extracting operational information and inventories that consolidate vast amounts of information into useful summaries.

For the most part, a SharePoint system is suited for sharing static information, perhaps augmented by comments or revisions. For this to be an effective means of distributing information to various parties, considerable effort will be required to move content to the SharePoint system, and organize the content in ways that work for the users. Realistically, the Region has had multiple SharePoint initiatives, yet none have seen any significant adoption or use that we are aware of. Until a plan is in place to seriously engage the stakeholders with OEM in using this system, it would be a distraction to post and organize documentation onto a system that might not see any active use.

We will work with the PSnet EC to prioritize the information that will be deployed to the SharePoint repository (or alternative repositories), and to establish organizational schemes for the information. We recommend that staff with responsibilities to support MBHSR should take on responsibilities for managing use of the SharePoint system, including provisioning of access and driving adoption.

A priority should be to post to the SharePoint system, or some other system (perhaps a Cloud service), guidance to users who want to access InterMapper and other management tools. We could even provide training materials and walk-through tutorials to help people get started. Similarly, we can provide documentation on how to use the VPN remote access services, MCC7100 consoles, and other commonly used tools or services.

We will also direct regularly generated reports to a repository (*e.g.*, SharePoint), where they can be accessed by interested parties, and archived for future reference. Technical notes generated as a regular part of PSnet engineering or problem solving will also be archived on the repository. We will evaluate setting up a special email address, or even multiple email addresses, that could serve as both distribution lists for various types of technical notices, but also cause these memos to be captured in an appropriate searchable archive (*e.g.*, SharePoint).

Vendor documentation in our libraries will be moved to a shared repository (*e.g.*, SharePoint), provided that this does not violate copyright or proprietary restrictions. We recommend that all vendors have access to a shared repository, and that they assume responsibility for using this system to share relevant documentation and training materials with the stakeholders and others as appropriate.

When plans or other reports are prepared for the PSnet EC, we believe it should be the responsibility of OEM to move these plans/reports to an appropriate document archive (e.g., SharePoint) along with any minutes or other contributions to the meetings. This will assure that these documents reflect PSnet EC decisions or management status. Use of a shared archive as a means for securely distributing sensitive documentation or other information is a possibility, but only if appropriate controls are put in place. Since these are matters of policy, the EC and OEM will need to take responsibility for how to manage distribution of sensitive materials.

Ideally, some directory system (which could be maintained in SharePoint) should be established for stakeholders, vendors, and other players to present their own contact information, and indicate what areas they are interested in tracking. This might become an effective vehicle for providing notices of upcoming events, assuming that any such system is widely used. In the short term, we will need to continue to use email notices to affected/interested parties, as we have always done.

We urge caution with use of forms to collect or disseminate information. The concern is that forms often become the “one size that never fits all.” We would expect to be included in defining any forms that would be used by our team as part of our deliverables. This is another area that needs careful thought as to what the priorities are, as well as a design that meets the actual requirements. We can certainly contribute to such design efforts.

***10. Attendance at monthly or as-needed PSNEC meetings, and at key meetings with agencies and entities. This also includes participation in weekly written status reports and bi-weekly or as-needed conference calls. (Confirmed)***

Our team has always participated in both formal and informal meetings involving stakeholders and other vendors. We worked with the original PSnet stakeholders to establish the principles for standing up the PSnet Executive Committee, and we have been consistent, active participants in EC meetings.

Of equal importance, we have provided timely technical and management input to the PSnet EC members and other stakeholders, often in the form of memos and real-time status reporting on activities. Whenever we have worked to resolve problems, or to perform upgrades, we have informed interested parties on our progress and the end results. We believe it is vital that this sort of information be disseminated in a timely manner to everyone involved or affected, including other vendors and agencies outside of MBHSR. Weekly reports can then summarize or reference the relevant details as appropriate.

***11. Infrastructure Startup and network support for applications hosted on or supported through PSnet including FATPOT, BRIC applications including Omega mapping, etc.***

The *raison d'être* for PSnet is to support and distribute applications throughout MBHSR and beyond. This has always been a priority for PSnet, and we have worked closely with the stakeholders and vendors involved in developing and deploying applications to the Region. We have also worked diligently to establish a robust application platform for applications, including a virtualized computing and storage platform distributed between two physically diverse hosting centers. The application platform also includes security measures and management services, so that applications share common security and management facilities that lower the barriers to application deployment.

For applications like FATPOT and the BRIC's CrimeView, we have not only provided a network platform for these applications that securely extends the applications to each participating agency, we have also regularly provided technical assistance and troubleshooting support to the application developers, to the stakeholders who operate these applications, and to the end users of these applications.

The two most technically challenging applications that run over PSnet today are CIMS and radio systems. Since our team includes the parties with the greatest involvement in deploying and operating CIMS and P25 radio systems within MBHSR, we are confident we have all necessary skills and capabilities "on deck" to continue to evolve these vital applications and improve integration with PSnet to serve the entire Region.

***12. Planning and technical support for secure mobile devices and applications running over the network.***

Just as PSnet serves as a platform for applications, it can also serve as a vehicle for extending applications to a variety of current and future mobile devices. This will certainly be an area where technological advances will continue at a rapid pace.

For over five years, PSnet has provided a secure link to Sprint's cellular network (both 3G and 4G) in order to allow mobile devices to reach services via PSnet. Chelsea Police have been the only users of this service so far, but it could be trivially extended to other agencies via PSnet. This model could also be used to facilitate access from other cellular providers, where the economies of scale could make it feasible to establish redundant, highly secure access to the provider systems. A similar approach could also be a first step to provide access to "FirstNet" services.

VPN remote access is another means by which mobile devices access applications and services via PSnet. This capability is used extensively today,

and we expect to upgrade VPN remote access gateways to enhance and extend these services. We have also supported various demonstrations of mobile access to PSnet, including a recent demonstration that used a smart phone as a remote handheld camera that delivered video directly to a video server at Boston Police Headquarters.

There are also opportunities to leverage enhanced data services provided with new generations of public safety portable/mobile radios. Since PSnet already integrates with these radio systems, this is imminently feasible, assuming that there are applications that would use such a service.

We will work with the PSnet EC to develop plans and set priorities for extending services to mobile platforms and for leveraging mobile networks, including FirstNet and emerging 5G networks. An important first step in this planning process will be requirements gathering, and it may be worth establishing a technical committee to continue to track this space and prepare recommendations for where to make future investments.

## **Section 5: Contractor Experience/Qualifications**

### ***a. Demonstrate extensive experience with FIPS 140 Compliance;***

Our team has more than two decades of in-depth knowledge of, not only the FIPS 140-2 standard, but also with the consequences of real-world products being validated against this standard, which generally reduces security. We have also operated PSnet firewalls in the FIPS 140-2 compliant mode, which is rarely done in practice. We understand these tradeoffs, and we have the expertise to make reasoned recommendations for dealing with what is now a seriously out-of-date validation regime.

### ***b. Show proven success involving medium to large Public Safety Network projects:***

LAN-TEL Communications and its partners have significant experience in public safety network technologies development, engineering design, maintenance and repair. LAN-TEL is the Commonwealth's "go-to" relied upon public safety network integrator having provided hundreds of wireless video security system installations throughout New England. Our project portfolio contains small schools and towns in New England to large public safety networks for cities and communities in Greater Boston. LAN-TEL employs a large crew of union-based field installation technicians. The team at LAN-TEL manages the CIMS network and the team at Interisle manages the PSnet backbone. Skywave has played a major role in deploying and supporting public safety voice radio systems in the greater Boston area, and around the country.

### ***c. Demonstrate experience in fiber optic network, microwave, and wireless network technologies development:***

The LAN-TEL and Interisle combined teams have in-depth experience in fiber optic networks, microwave, and wireless network technologies development as the current managers and providers for the CIMS and PSnet network. In addition, Interisle and Skywave have worked on integrating both legacy LMR and modern P25 radio systems and consoles into PSnet. Our combined decades of experience in these technologies and direct experience and handling of the PSnet backbone gives us the expertise and qualifications for this contract.

### ***d. Demonstrate familiarity with technologies and network components used in the PSnet backbone and various Commonwealth and local government Public Safety Network Infrastructure;***

See C; we are the current providers of the contract and have in-depth knowledge of the PSnet backbone. LAN-TEL is the public safety network integrator for local governments in the Greater Boston area and in the CIMS network. Our team has direct, hands-on experience with every piece of equipment in PSnet and CIMS, as well as each of the sites.

***e. Demonstrate success in internetworking requirement gathering and analysis;***

We have extensive experience in internetworking requirement gathering and analysis through our partner Interisle. Interisle's expertise in managing and enabling networks using diverse telecommunication technologies is evidenced through its in-depth knowledge and experience coordinating and quarterbacking the PSnet backbone.

***f. Demonstrate experience in network architectural principles and design;***

Members of our team have directly contributed to modern network architectural principles, and associated design practices going back to the '70s and '80s. Chuck Wade was the Director of Advanced Technology at Motorola's Codex division during '80s where significant contributions were made to industry networking standards, and he directly contributed to the design of the NYSE trading floor network in the '90s, including its security architecture. Fred Goldstein is an acknowledge expert in telephony systems and wireless technologies, while Colin Strutt was a lead architect of network management systems in the '80s and '90s that are still in use today, for which he was assigned six patents. All the Interisle principals were involved in working on various industry standards initiatives that have helped shape modern networks, and we continue to be engaged in new initiatives that impact the evolution of the modern Internet.

***g. Demonstrate experience in network security requirements and security device operation;***

The Interisle principals have deep expertise in all aspects of network and applications security. Lyman Chapin is on the ICANN Security and Stability Advisory Council (SSAC), and regularly provides advice on securing the core infrastructure services of the Internet. Chuck Wade has extensive experience adopting modern security technologies to multiple application areas in the financial industry, including trading systems, payment systems, online banking, and mitigation against a variety of threats to financial services. For PSnet, our team regularly monitors all sources of information on security threats as they emerge, and we have directly responded when these threats posed concerns for PSnet operations. Colin Strutt conducts weekly audits of Internet firewall logs and trap events, and we have shared these results with other players to help them resolve potential problems with their applications (*e.g.*, BRIC CrimeView, FATPOT). LAN-TEL and Interisle have collaborated on significant hardening of camera system security, while Interisle and Skywave have deployed security measures to protect voice radio systems and consoles.

***h. Have or quickly achieve an understanding of the complexity of the evolution of the public safety backbone systems and projects with regard to multiagency/entity interdependencies (i.e. MEFON, MBI, Loop A, BoNET, DCJIS, SIMS);***

LAN-TEL has in-depth understanding of the complexity of the public safety backbone system and projects with regard to multiagencies and entities. Since 2012 LAN-TEL has had the privilege to monitor and maintain the Metro Boston Homeland Security (MBHSR) Critical Infrastructure Monitoring System. (CIMS) This consists of 9 cities and towns in the Boston Urban Area Security Initiative (UASI) who are part of the PSnet area. The network today, consisting of over 800 cameras, 1600 antennas and 26 servers spread between these same 9 cities and towns. The cameras are critical to those communities' public infrastructure, from day-to-day activities to major events. LAN-TEL is entering its fourth year of servicing and maintaining the CIMS network. Since providing expertise, service, and 24-hour, seven days per week, 365-day coverage, within CIMS, LAN-TEL was selected in 2014, 2015, 2016, to operate the security camera system, and video monitoring for the St. Patrick's Day Parade and Boston Marathon. In 2016, LAN-TEL assisted in the deployment of providing camera installations for the New York City Marathon. LAN-TEL is entering its fourth year of servicing and maintaining the CIMS network for the City of Boston. LAN-TEL is a trusted resource for UASI and other Greater Boston police and fire departments that contract with LAN-TEL.

***i. Demonstrate an understanding of the critical role of the PSnet backbone in the context of Public Safety interoperability;***

See *h.* Above

***j. Demonstrate adequate technical and financial resources for performance as required;***

LAN-TEL Communications has been in business for over 26 years, is bonded and insured, an authorized vendor on the current Statewide Contract FAC64. LAN-TEL Communication's is listed on MA FAC64, GSA Schedule 84, MA ITC54. Interisle is currently working under the sixth contract for engineering and support of PSnet and has been in business for sixteen years. Skywave Communications began business in 1982 and has played a major role in public safety radio deployments throughout the metro Boston region over the past two decades.

***k. Demonstrate a satisfactory record of performance in past contracts.***

Our team has been working on PSnet and CIMS through multiple contracts

from the outset of these initiatives. We believe our performance record speaks for itself. We have also taken on a variety of projects for Massachusetts, and other states, as well as many municipalities. All of these projects have been successful, and we take pride in the value we have provided to our clients.

**Information and contact information available for the following customers is available upon request.**

**Federal:**

United States Department of Homeland Security Federal Protective Service  
25 Sudbury Street  
Boston, Ma 02203

**State:**

Massachusetts State Police  
59 Horse Pond Road  
Sudbury, MA 01776

**City:**

City of Boston  
Police Department  
1 Schroeder Plaza  
Boston, MA 02120

City of Boston  
Fire Department  
59 The Fenway  
Boston, MA 02215

**Town:**

Town of Brookline  
Police Department  
350 Washington St  
Brookline, MA 02445

Town of Brookline  
School Department  
333 Washington St  
Brookline, MA 02445

Town of Brookline  
Housing Authority  
90 Longwood Ave  
#1  
Brookline, MA 02445

**Maritime:**

United States  
Coast Guard,  
District 1 427  
Commercial St  
Boston, MA 02446

Massachusetts Harbormasters Association  
39 School Street  
Rockport, Ma 01966

**PSnet Engineering & Support Services Personnel Qualifications**

We have assembled a team of highly qualified professionals who can collectively address all aspects of the Scope of Work described in Section 3, the Project Requirements from Section 4, and the Personnel Qualifications stipulated in this Section 5. We will allocate staff to the overall project based on the priorities and plans that are approved by the PSnet EC.

Our team collectively provides the following skills and areas of expertise:

- Project management of both engineering and maintenance/support activities
- Engineering management
- Requirements gathering and assessment
- Policy definition and interpretation
- Strategic planning and tactical execution
- Technical documentation
- Effective written/oral communications with diverse audiences
- Task coordination in a complex, multi-entity, multi-discipline, multi-vendor context
- Comprehensive understanding of public safety agency needs for communications and information sharing
- Networking protocols at all layers
- Internetworking, where multiple networks are integrated into a cohesive whole
- Network management, including continuous monitoring, fault management, configuration management, and performance management
- Security for communications and applications, including authentication, access controls, confidentiality, integrity, accounting, and audit controls
- Risk assessment and threat analysis
- Understanding of how threat landscape is evolving
- Network switching and routing
- Gateway and firewall systems
- Mobile networking

- Network quality of service controls
- Voice and video interactive and streaming services
- Video recording and replay/search systems
- Situational awareness
- High availability networking extending to survivable networks
- Problem analysis and resolution
- Application platforms and Operating Systems
- Virtualized computing environments
- Storage systems, especially in shared, multi-application contexts
- Database systems
- System administration
- Custom scripting to support system administration, data collection/aggregation, and data analysis
- Fiber optics and transceivers
- Wave division multiplexing
- Interior and exterior fiber optic cabling and splicing
- Microwave radio technologies and modulation schemes
- Microwave radio installation, alignment, and maintenance
- Path and technology diversity in network backbones
- Wi-Fi and related wireless data systems
- Cellular LTE networks, services, and technologies
- Traditional Land Mobile Radio (LMR) systems and trunking
- P25 radio technologies and systems
- Radio console and dispatch systems
- E911 systems
- FCC licensing practices for all radio bands, including microwave
- Site design methodologies
- R56 practices, including related EMI and ESD mitigation methods
- On-site maintenance and repair services
- Equipment installation and cabling
- Power management and backup

The members of our team have worked together for years, and value being able to share expertise and knowledge with each other. We fully appreciate the complexity of the systems we deal with and recognize that no one person can fully comprehend all aspects of modern networks and applications. Through teamwork, though, we can and do achieve much more while confronting challenges that might exceed our individual capabilities. We have also demonstrated our ability to solve problems collaboratively, while avoiding the pitfalls associated with finger pointing.

Presented below are professional biographies of the key members of our team. Nearly everyone has worked on projects for MBHSR and most have direct

experience with PSnet. Team members also have experience with camera systems and public safety radio systems.

### **Technical Project Manager**

#### **LEE ERIC JOHNSON – Current Project Manager for CIMS**

Eric is a strategic and forward-thinking Security Management Expert with a history of success designing and supporting federal, state municipal, and private infrastructure environments while directing the full lifecycle of high-profile, technically complex implementations. He acts as a mitigation agent, capable of critically evaluating and responding to rapidly evolving criminal and terrorist threats. Conceives and executes strategies that optimize security operations, elevates mitigation, and reduces vulnerabilities. Security successes are complemented by a strong law enforcement and technical background coupled with a vast network of law enforcement and industry professionals. Provides physical security management and leadership for the collaborative efforts of Implementation Specialists, Field Service, Grant Proposals, Software Development, Training, and Customer project teams to ensure the installation and use of CCTV security surveillance solutions for law enforcement agencies, and municipal police departments. Currently serves as the principal project manager and sales representative for an Urban Area Security Initiative-/Department of Homeland Security (DHS) funded surveillance network. This wireless IP 800 camera network is shared by the Police Departments of the City of Boston, 11 Greater Former leader at the Department of Homeland Security. Function as a regional point of contact for the Chemical Facility Anti-Terrorism Standards regulation to chemical industry private sector officials, emergency response teams and law enforcement officials such as Region 2 New Jersey, New York, U.S Virgin Islands, and the New York metropolitan area (New York, New Jersey, Philadelphia) NYPD Counter-Terrorism Division, FBI Joint Terrorism Task Forces, United States Coast Guard Field Intelligence Support Teams, State Fusion Centers, BATFE, and/or other Federal, State, Local and Tribal agencies.

### **Senior Network Engineer**

#### **Chuck Wade, Interisle – Current Project Manager, PSnet**

With over four decades of direct experience in information networks, Chuck Wade is well recognized and respected as an expert in the architecture, technologies, and operation of resilient, secure networks. He has directly contributed to networks at the core of the U.S. Securities industry, and other critical networks serving the financial industry, including the Secure Financial Transaction Infrastructure (SFTI)<sup>1</sup> network deployed by the New York Stock Exchange (NYSE) to the entire securities industry, as well as the trading floor networks for the NYSE and American Stock Exchange (AMEX). Over the past

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<sup>1</sup> <https://www.nyse.com/connectivity/sfti>

ten years, he has applied his experience with mission-critical networks to new networks serving the needs of local governments, especially in support of public safety. He has served as the project leader for the Metro Boston PSnet effort throughout most of the past decade, and has contributed directly to knitting together the disparate network assets of nine municipalities into a regional network serving public safety agencies. He also served as the project leader and primary report author for Interisle's engagement with Barnstable County to survey IT and communications assets County-wide.

Mr. Wade has also played lead roles in applying modern information security techniques to real-world problems in electronic commerce and payments, and to addressing access control issues for information systems in the financial industry and to municipal and public safety networks. He has extensive experience with Public Key Infrastructure (PKI) systems used to cryptographically secure electronic payment and ecommerce transactions, as well as in everyday applications, such as secure email, VPN tunnels, and access control measures. He has been a key technical contributor to new electronic payment systems, including the FSTC's electronic check (eCheck) initiative.

On the PSnet project, he has led efforts to develop cost effective measures for improving the survivability and overall resilience of regional networks, including hardening against cyber threats. He completed a major overhaul of the PSnet backbone switching and routing infrastructure so that PSnet is now a full Layer 2/3 network with true redundancy of all backbone network infrastructure.

Before co-founding Interisle, Mr. Wade served as a Senior Researcher at CommerceNet (2000–2001) and in the 1990s as a Principal Consultant in the Information Security Group of BBN Technologies. During the 1980s he served as the Advanced Technology Director for networking systems at the Codex division of Motorola.

Mr. Wade holds Sc.B. and Sc.M. degrees in Electrical Engineering from Brown University.

### **Network Manager**

#### **Colin Strutt, Interisle**

Colin Strutt holds six patents on enterprise management technology and brings more than thirty-five years of direct experience with information technology, as a developer, architect, and consultant, with recent work including design and operation of a regional public safety network, providing technical expertise relating to patents, and analysis of world-wide Internet use.

Dr. Strutt's expertise and experience have created substantial and sustainable value for a broad range of enterprises. He is particularly adept at designing and running interactive meetings to develop strategies that transform key business

systems, applications, products, and services, and at analyzing large volumes of data.

Before co-founding Interisle, Dr. Strutt was responsible for defining the program that delivered the eBusiness Vision Workshop to Compaq Computer Corporation's Professional Services clients. This service offering helped clients make sense of the confusing world of eBusiness and define strategies for realizing their enterprise's eBusiness vision. From 1980 to 1999, as a project leader, technical leader, and technical director at Digital Equipment Corporation (DEC) and Compaq, he led projects in DECnet, Ethernet, terminal servers, enterprise management, directory services, collaboration software, Internet appliances, and security. Before joining DEC, Dr. Strutt worked from 1975 to 1980 at British Airways, ensuring that the operating systems and network software supported the airline's planning and operational research departments.

Dr. Strutt has published and spoken extensively on networking technology, name collisions, enterprise management, eBusiness, and scenario planning, and has represented the interests of Digital Equipment, Compaq, and the Financial Services Technology Consortium in national and international industry standards bodies.

Dr. Strutt holds a B.A. (with First Class Honours) and Ph.D. in Computer Science from Essex University (UK).

### **Network Security Specialist**

**Chuck Wade, Interisle** (see above for bio)

### **Lyman Chapin, Interisle**

Lyman Chapin is co-founder and partner at Interisle Consulting Group, where he advises companies, non-profit organizations, and government agencies on Internet technology, policy, and governance; telecommunications network security and resilience; and critical infrastructure protection. Before joining Interisle as one of the founding partners in 2002, he was Chief Scientist at BBN Technologies.

Mr. Chapin is a Fellow of the IEEE, and was a founding trustee of the Internet Society. He has served as a Director of the Internet Corporation for Assigned Names and Numbers (ICANN), where he currently serves as a member of the Security and Stability Advisory Committee and chairs the Registry Services Technical Evaluation Panel and the DNS Stability Panel, and as chairman of the Internet Architecture Board (IAB), the ACM Special Interest Group on Data Communication (SIGCOMM), and the ANSI and ISO standards groups responsible for Network and Transport layer networking standards.

Mr. Chapin was a principal architect of the Open Systems Interconnection (OSI) reference model and protocols, and is the co-author of Open Systems Networking—TCP/IP and OSI.<sup>2</sup> He currently serves as the USA/ACM representative to the International Federation for Information Processing Technical Committee on Communication Systems (IFIP TC6) and recently completed a five-year term as the USA representative to the NATO Science Committee<sup>3</sup> networking panel.

His professional interests include Internet technology, particularly routing, traffic engineering, and the Domain Name System (DNS); Internet governance; and information security and personal privacy.

Mr. Chapin holds a B.A. in Mathematics from Cornell University.

### **Microwave Engineer**

#### **Fred Goldstein, Interisle**

Fred Goldstein advises companies on technical, regulatory and business issues related to the telecommunications, cable and Internet industries, especially in areas where they overlap. He has guided many competitive telecommunications and Internet service providers on strategy, network architecture, design, and deployment issues, often focusing on the complex issues caused by regulatory changes and uncertainty. He has designed multifunction backbone networks for public and private sector clients. He has worked with equipment vendors to help refine their products for the American carrier market, has helped major enterprises and government agencies develop backbone networks, and helped wireless carriers with guidance in spectrum auctions. He has served as an expert witness in regulatory proceedings including intercarrier compensation, access to network elements, and the regulatory classification of services on multi-function networks.

Prior to joining Interisle, he was principal of Ionary Consulting; earlier, he was employed by Arthur D. Little Inc. in its Communications, Information and Electronics practice, and by TIAX LLC. He was previously with the Network Consulting Practice at BBN Technologies. He was earlier employed by Digital Equipment Corporation as an in-house telecommunications consultant, and as a strategic planner and product manager in its Networks and Communications business. Before that, he was corporate telecommunications manager for Bolt Beranek and Newman, after working for the telecom regulatory consulting firm Economics and Technology Inc.

He holds a Bachelor of Arts degree from Skidmore College. He is a Senior Member of the IEEE. He holds three patents in the area of Asynchronous Transfer Mode technology, including two for methods of congestion control and avoidance, and one

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<sup>2</sup> <http://www.interisle.net/sub/frontiers.html>

<sup>3</sup> <http://www.nato.int/science/index.html>

for a LAN-oriented ATM switching system. He is currently a columnist for *TMCnet*, a major technology web site, focusing on Telecom Policy issues. Books he has written include *ISDN In Perspective* (1992) and *The Great Telecom Meltdown* (2005).

### **Microwave Technician**

**Lee Eric Johnson** (see above)

### **IT Technician**

**Eric Nisbet**

Eric Nisbet has worked in every facet of the Security, Fire Alarm, and Low Voltage Systems Integration Industry. He is a highly-skilled technician in the Installation, service, and maintenance of security systems. Adept at managing and coordinating field operations, purchasing, billing, sales, management, and consulting, Eric has been an integral part of the CIMs team in Boston as well as all municipal projects at LAN-TEL Communications for over a decade. A key contributor and member of LAN-TEL's public safety team, Eric brings a wealth of knowledge to his position as a leader in security products and service. His expertise in analyzing issues and quickly and expertly fixing issues for clients is a value for all projects.

### **IT/Telecommunications Technician**

**Mark Savage**

Mark Savage is a highly-skilled IT/Telecommunications technician and Foreman for LAN-TEL Communications, Inc. Having been in the field for over two decades, Mark is an experienced team leader who has worked in the Boston area for the largest corporations, Greater Boston Police Departments and other crucial accounts. Mark brings a wealth of expertise and knowledge in security products and technologies to the team and clients he serves.

### **Radio Technician – Ellison Patterson, Jr.**

Ellison has the ability to figure out a way to succeed approach. Since his involvement beginning in 1982, he has demonstrated the ability to manage complex technical opportunities and develop a solution to overcome a technical limitation that would have impacted the sale and successful implementation of an engineered product. Ellison demonstrates the ability to connect with the customer and place himself in their shoes to help foster a superior customer experience and ultimate contract sign-off process on time.

He founded Skywave Communications Inc. to address a growing need for customization of the Centracom Gold and Elite dispatch product line. This included items such as paging, special pop-up menus utilizing special keystrokes, and customization of user software for consoles. In the City of Philadelphia, Ellison worked on an extensive trunking system with 48 dispatch consoles that the customer required to be integrated as a PBX switch. The City of Philadelphia required a custom dispatch console to integrate 80 SPI phone interface modules. Later, Ellison worked on a new dispatch center for the City of Boston, including police, fire and EMS. The customer wanted to duplicate existing SP products from their Centracom Series I console to their new Series II Gold button and lead consoles. Skywave reviewed existing special (SP) requirements and proposed solutions to the local Motorola Solutions Boston field team about how to accomplish these goals and respond to the RFP. Motorola Solutions ultimately accepted these engineered solutions and Skywave successfully implemented this system for the City of Boston. Ellison has a unique ability to combine commercial off the-shelf (COTS) based products and leverage their architecture to enhance existing Motorola Solutions Public Safety product capabilities. In addition, he is able to complete pre-sale design cost estimating.

#### **Carl Bourke – Electronics Technician III**

Possesses both operational and technical experience in the mission critical public safety arena and leverages both experiences to provide the customer with the highest level of technical assistance. Designs system fleet mapping, radio template design and programming, console configuration and layout techniques. As a Communications System Technician/System Technologist, Carl specializes in Motorola CPS Software programming, upgrading firmware and tuning radios. He Installs, maintains, repairs, tests and programs Public Safety Two Way Radio Systems. He works with Customer to ensure proper operation of their Two-Way Radio System

#### **Joe Hathcock – Electronics Technician III**

Joe has over 25 years of experience in the land mobile radio industry including time at the Motorola FSO group located in Plantation, Florida. He has extensive experience and knowledge with large system integrations whose workmanship far exceeded industry standards such as R56. Currently involved in the upgrade and expansion of live Public Safety Systems for Osceola County, FL; Sumter County, FL; Cayuga County, NY; Monroe County, NY; Niagara County, NY; Cambridge, MA and City of Boston. Installs and supports the latest technology available, i.e. P25 7X Networks, 48 Volt DC Systems.

## **Section 6: Acquisition Method to be Used for this Contract**

We understand the method is fee-for-service and there are no hourly rates. Our fee will be included in the cost proposal submitted.

## **Section 7: Subcontractors**

**LAN-TEL will be using two subcontractors for this as part of our integrated team.**

### **Interisle Consulting Group**

Resilient systems and networks position your organization to thrive under any circumstances—to respond dynamically to new technologies, new business opportunities, and new threats in an ever-changing world. Interisle's world-renowned Internet and public safety networking experts know that what matters most about technology is how it helps you achieve your objectives. We look beyond the impersonal canned solutions promoted by traditional large consulting firms, working closely with our clients to find the enduring architectural foundation that unites technology and business strategy to create sustainable value. Everything we do is focused cleanly and efficiently on your specific situation—all of our consultants are seasoned professionals with international reputations, and we don't waste your time (or money) on anything that doesn't directly benefit your business.

### **Skywave**

Skywave Communications began business in 1982 in Rochester, New York providing system integration and repair services to local public safety organizations in the Monroe County, New York region. In 2002, Skywave, a women owned business, was designated as a Specialty Subcontractor to Motorola Solutions. Skywave quickly recognized a gap in service from the current providers in the Land Mobile Radio (LMR) arena. The niche market they identified was to provide highly technical engineering and installer skills with the strategy of quality delivery to the customer. LMR was fundamentally changing during this period from a legacy conventional analog paradigm to more advanced digital trunking and an advanced conventional market that leveraged computer network based architecture, which required advanced technical skills. This developed into a competitive advantage for Skywave over other service providers, which opened up new opportunities for us in other geographic territories. When other service providers were unable to provide assistance on high profile projects where project risks were abound, Motorola Solutions sought Skywave's services. Skywave Communications, Inc., subsequently obtained Motorola Solutions Service Elite Specialist certification, Manufacturer Representative status as well as Certified Service Center accreditation.

## **Section 8: Warranty, Critical Spare Parts and Training**

LAN-TEL Communications is a 24-hour service and support company. It is our mission to resolve your service issues in a timely manner. Our live dispatcher is available from 8am to 5pm Monday to Friday. After-hour service will be handled by our answering service. A service technician will be dispatched promptly via phone and/or email to your site, with knowledge of the nature of the problem and potential spare parts needed.

Quality service begins with training and LAN-TEL technicians are certified by each manufacturer to service their product. Newly hired LAN-TEL technicians are required to attend and graduate from a five-year apprentice training program taught by the IBEW Local 103/JATC. Experienced technicians receive a minimum of 40 hours training, conducted in our Norwood office, on the various products we install.

With our trained service force of technicians, LAN-TEL responds quickly with quality technicians and “fix it the first time” solutions. We stock our service vans with standard replacement parts for the systems we sell and support and will stock additional inventory to support the proposed system in our Norwood and Boston offices. If a part is not immediately available in a technician’s vehicle, we will expedite it to your site for installation. To avoid any potential long outages, faulty equipment will be replaced with a loaner in working condition until the component has been fixed or replaced.

Our Service Team provides:

Twenty-Four/Seven Service Response

Our Service number, 844-575-2001, is answered around the clock for service dispatch.

A technician(s) will be dispatched promptly via phone and/or email to your site, with the nature of the problem and potential spare parts needed.

A record is kept of each service call, the problem, and parts used.

This enables us to establish if there are repeat calls and to identify those areas in need of replacement or upgrading.

Service is available to all our customers under warranty or contract on a 24/7 basis.

We offer comprehensive service contracts, preventive maintenance and on-going evaluations to keep your system working.

## **Section 9: Total Anticipated Duration of Contract and Renewal Options**

Contract terms and options are understood.

## **Section 10: Special Procurement and Contract Conditions**

All subsections are understood.

### **Project Manager**

#### **LEE ERIC JOHNSON – Current Project Manager for CIMS**

Eric is a strategic and forward-thinking Security Management Expert with a history of success designing and supporting federal, state municipal, and private infrastructure environments while directing the full lifecycle of high-profile, technically complex implementations. Act as a mitigation agent, capable of critically evaluating and responding to rapidly evolving criminal and terrorist threats. Conceive and execute strategies that optimize security operations, elevate mitigation, and reduce vulnerabilities. Security success complemented by strong law enforcement and technical background coupled with a vast network of law enforcement and industry professionals. Provides physical security management and leadership for the collaborative efforts of Implementation Specialists, Field Service, Grant Proposals, Software Development, Training, and Customer project teams to ensure the installation and use of CCTV security surveillance solutions for law enforcement agencies, and municipal police departments. Currently serve as the principal project manager and sales representative for an Urban Area Security Initiative-/Department of Homeland Security (DHS) funded surveillance network. This wireless IP 800 camera network is shared by the Police Departments of the City of Boston, 11 Greater Former leader at the Department of Homeland Security. Function as a regional point of contact for the Chemical Facility Anti-Terrorism Standards regulation to chemical industry private sector officials, emergency response teams and law enforcement officials such as Region 2 New Jersey, New York, U.S Virgin Islands, and the New York metropolitan area (New York, New Jersey, Philadelphia) NYPD Counter-Terrorism Division, FBI Joint Terrorism Task Forces, United States Coast Guard Field Intelligence Support Teams, State Fusion Centers, BATFE, and/or other Federal, State, Local and Tribal agencies.

## **Section 11: Non-Price Technical Proposal Preparation, Evaluation and Selection**

*a. Proposer should provide a brief history of their firm organization or relevant professional experience;*

**LAN-TEL Communications** and its partners have significant experience in public safety network technologies development, engineering design, maintenance and repair. LAN-TEL is the Commonwealth's "go-to" relied upon public safety network integrator having provided hundreds of wireless video security system installations throughout New England. Our project portfolio contains small schools and towns in New England to large public safety networks for cities and communities in Greater Boston. LAN-TEL employs a large crew of union-based field installation technicians. The team at LAN-TEL manages the CIMS network and the team at Interisle manages the PSnet backbone. Skywave has played a major role in deploying and supporting public safety voice radio systems in the greater Boston area, and around the country.

**Interisle** - Resilient systems and networks position your organization to thrive under any circumstances—to respond dynamically to new technologies, new business opportunities, and new threats in an ever-changing world. Interisle's world-renowned Internet and public safety networking experts know that what matters most about technology is how it helps you achieve your objectives. We look beyond the impersonal canned solutions promoted by traditional large consulting firms, working closely with our clients to find the enduring architectural foundation that unites technology and business strategy to create sustainable value. Everything we do is focused cleanly and efficiently on your specific situation—all of our consultants are seasoned professionals with international reputations, and we don't waste your time (or money) on anything that doesn't directly benefit your business.

**Skywave Communications** began business in 1982 in Rochester, New York providing system integration and repair services to local public safety organizations in the Monroe County, New York region. In 2002, Skywave, a women owned business, was designated as a Specialty Subcontractor to Motorola Solutions. Skywave quickly recognized a gap in service from the current providers in the Land Mobile Radio (LMR) arena. The niche market they identified was to provide highly technical engineering and installer skills with the strategy of quality delivery to the customer. LMR was fundamentally changing during this period from a legacy conventional analog paradigm to more advanced digital trunking and an advanced conventional market that leveraged computer network based architecture, which required advanced technical skills. This developed into a competitive advantage for Skywave over other service providers, which opened up new opportunities for us in other geographic territories. When other service providers were unable to provide assistance on high profile projects where project risks were abound, Motorola Solutions sought Skywave's services. Skywave Communications, Inc., subsequently obtained Motorola Solutions Service Elite Specialist certification, Manufacturer Representative status as well as Certified Service Center accreditation.

***b. Proposer shall list the number of current personnel that it employs whether full time or part-time.***

LAN-TEL Communications employs 140 full time employees.

***c. Proposer shall detail the firm's or their own experience with similar projects completed during the past three years or more;***

#### **CIMS Boston, MA**

Since 2012 Lan-Tel has had the privilege to monitor and maintain the Metro Boston Homeland Security (MBHSR) Critical Infrastructure Monitoring System. (CIMS) This consists of 9 towns in the Boston Urban Area Security Initiative (UASI).

The network today, consisting of over 800 cameras, 1600 antennas and 24 servers is spread between these same 9 cities and towns. The cameras are critical to those communities' public infrastructure, from day-to-day activities to major events. LAN-TEL is entering its fourth year of servicing and maintaining the CIMS network for the City of Boston Office of Emergency Management. Since providing expertise and 24/7 365-day coverage of maintaining this key position within CIMS. Lan-Tel was chosen in 2014, 2015, 2016, for assisting in the security camera installations and video monitoring during the St. Patrick's Day Parade and Boston Marathon. In 2016 Lan-Tel assisted in the deployment of providing camera installations for the New York City Marathon. LAN-TEL is entering its fourth year of servicing and maintaining the CIMS network for the City of Boston. Lan-Tel is a trusted resource for UASI and other Greater Boston police and fire departments that contract with Lan-Tel.

***d. If proposer is not an individual, the proposer must submit an audited financial statement for the most recent financial year, or another form of documentation that affirms the financial stability of the proposer's organization.***

2016 attached. 2017 Audited Financials will be available on May 15<sup>th</sup> and can be provided upon request

***e. Proposer shall provide a list of specific qualifications that proposer has in supplying the services listed in this proposal, including professional designations, affiliations, certifications and licenses;***

Team members have professional affiliations with Institute of Electrical and Electronics Engineers (IEEE), New England Electrical Contractors Association, Security Industry Association, American Society for Industrial Security Association, Association for Computing Machinery (ACM), Associated Subcontractors of Massachusetts, Building Industry Consulting Service International (BICSI), Wireless ISP Association (WISPA). Team members are also OSHA 30 Certified, have R56 certifications and are BICSI certified. (other certifications attached)

*f. Proposer shall submit the names and resumes and level of participation of staff that will be assigned to the engagement, listed under the titles in the personnel qualifications in Section 5b, and their respective experience in these types of engagements;*

Bios and respective experience listed in section 5b and according experience to complete necessary work for engagements is included in those bios.

*g. Proposer shall submit a minimum of three (3) references from current and/or former clients for projects similar of size and scope. List shall include current contact information including contact name, agency, address and phone number:*

Mike Dimeo  
Marshfield Police Department  
Marshfield Harbormaster  
1639 Ocean Street  
Marshfield, MA 02050  
(781) 834-6655 ext. 175

Ken Corsen  
Hingham Police Department  
212 Central St  
Hingham Massachusetts 02043  
781-741-1450

Rob Mallet  
Town of Milton  
525 Canton Avenue,  
Milton MA 02186  
617-898-4800

## **Section 12: RFP Process Timeline**

Understood and completed when applicable.

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

4/26/2018

(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, Norwood, MA 02062  
(Location of Meeting)  
on the 26 day of April 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 PSNET-3, PSNET Development and Management  
(Describe Service)

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

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

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

Attest:

(Affix Corporate Seal Here)

Kate Waldron  
(Clerk) (Secretary) of the Corporation

**CITY OF BOSTON**  
**CONTRACTOR CERTIFICATION**

To the Official, acting in the name and on behalf of the City of Boston

A. The undersigned agrees to furnish all labor and materials and to perform all work required for:

PSNET Development and Management  
\_\_\_\_\_  
\_\_\_\_\_

in accordance with the terms of the accompanying contract documents.

B. The Contractor is a/an:

Massachusetts 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 Massachusetts

President is Joseph H. Bodio

Treasurer is Joseph H. Bodio

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

\_\_\_\_\_  
(City, State and Zip Code)

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

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

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

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

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

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

04-3141040

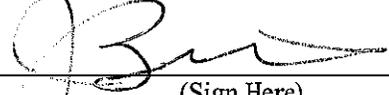
\*If individual, use Social Security Number \_\_\_\_\_

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

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

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

Contractor: LAN-TEL Communications, Inc.

By:   
(Sign Here)

Title: President/CEO

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

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

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

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

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

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

(PUB AUG 2015)

**CM FORM 15A**

**CORI COMPLIANCE**

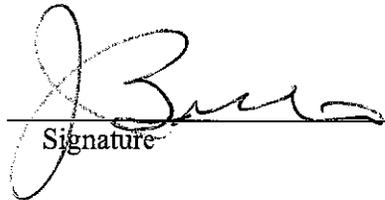
The City of Boston is subject to City of Boston Code, Chapter 4, section 7, which is intended to ensure that persons and businesses supplying goods and/or services to the City of Boston deploy fair policies relating to the screening and identification of person with criminal backgrounds through the CORI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

**CERTIFICATION**

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

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

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

  
Signature

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

**NOTE:**

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

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

A Vendor should not check Line 1 unless it performs NO CORI checks on ANY applicant.  
A Vendor who checks Lines 2 certifies that the Vendor's CORI policy conforms to the standards set forth in CM Form 15B. A Vendor with a CORI policy that does NOT conform to the standards set forth on CM Form 15B must check Line 3. Vendors who check Line 3 will not be permitted to enter into contracts with the City, absent a waiver, as provided for in CBC 4-7.4. For any waiver to be granted, a completed CM Form 15C must be completed by the awarding authority and attached hereto.

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



# CITY OF BOSTON JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION • (617) 918-5236

## COVERED VENDORS LIVING WAGE AGREEMENT

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

### Part 1: Covered Vendor (or Subcontractor) Information:

Name of vendor: LAN-TEL Communications, Inc.

Local contact person: Kate Waldron

Address 1400 Providence Highway, Suite 3100, Norwood, MA 02062

	Street	City	Zip
Telephone #:	<u>781.5551.8599</u>	E-Mail:	<u>kwaldron@lan-tel.com</u>

### 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	< \$14.82 p/h	\$14.82 p/h- \$17.00 p/h	\$17.01 p/h- \$20.00 p/h	> \$20.01 p/h
telecommunications technician				5
telecommunications apprentice				1
Electronics technician				2
see attached extra page for more employees				

**COVERED VENDORS LIVING WAGE AGREEMENT**

**Continued:**

**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	< \$14.82 p/h	\$14.82 p/h- \$17.00 p/h	\$17.01 p/h- \$20.00 p/h	> \$20.01 p/h
Solutions architect				1
Sr network engineer				1
Network manager				1
Microwave Engineer				1
Project Manager				1

B. Total number of Covered Employees: 13

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 contractor and as such must draw its labor from the union pool in  
accordance with the collective bargaining contract. LAN-TEL will hire low and moderate income  
residents to the extent they are available in the IBEW Local 103 Labor pool.

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

All of LAN-TEL's employees complete a 4-5 year apprenticeship training program and receive  
continuous on-the-job training.

Describe the potential for advancement and raises for Covered Employees:

Advancement and raises are dictated by the collective bargaining agreement and the ability and  
interest of the individual employee.

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:

LAN-TEL will use employees from its existing workforce for this contract.

**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>
Interisle Consulting Group	4 Tiffany Trail, Hopkinton, MA	
Skywave Communications, Inc.,	51 Goodway Drive, Rochester, NY	

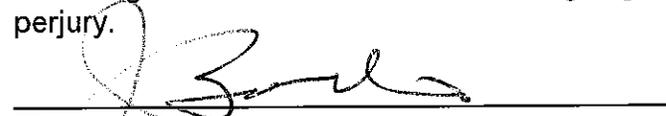
**NOTE:** Any Covered Vendor awarded a service contract must notify the contracting department within three (3) working days of signing a service subcontract with a vendor.

**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 04/26/2018  
\_\_\_\_\_  
 Date  
 \_\_\_\_\_  
 President/CEO  
 Position with Covered Vendor



# CITY OF BOSTON JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION • (617) 918-5236

## VENDORS LIVING WAGE AFFIDAVIT

Any for-profit or 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 \$14.82 per hour** to any employee who directly expends his or her time on the services set out in the contract. All subcontractors whose subcontracts are at least \$25,000 are also required to pay the living wage.

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

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

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

### Part 1: VENDOR INFORMATION:

Name of vendor: LAN-TEL Communications, Inc.

Contact person: Kate Waldron

Address 1400 Providence Highway, Suite 3100, Norwood, MA 02062  
Street City Zip code

Telephone #: 781.551.8599 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:  
PsNET Development and Management

Contracting City department: Office of Emergency Management

Start date of contract: 07/01/2018 End date of contract: 06/30/2019

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

**PART 3: ADDITIONAL INFORMATION**

Please answer the following questions regarding your company or organization:

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

- For profit
- Not for profit

2. Total number of "FTE" employees which you employ: 140

3. Total number of employees who will be assigned to work on the above-stated contract:  
6

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

- Yes
- No

*if yes*, how many additional FTEs do you plan to hire? \_\_\_\_\_

**PART 4: EXEMPTION FROM BOSTON JOBS AND LIVING WAGE ORDINANCE**

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

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

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

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

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

I hereby request a general waiver from the Boston Jobs and Living Wage Ordinance. The application of the Boston Jobs and Living Wage Ordinance to my contract violates the following state or federal statutory, regulatory or constitutional provisions(s):

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

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**GENERAL WAIVER ATTACHMENTS:**

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

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

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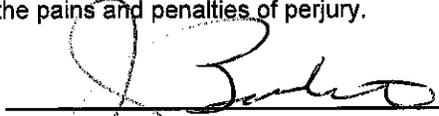
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**PART 6: VENDOR AFFIDAVIT:**

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: 04/26/2018

PRINTED NAME: Joseph H. Bodio

TITLE: President/CEO

**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**

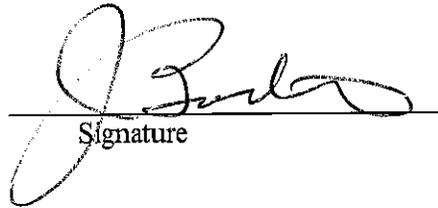
The undersigned certifies under penalties of perjury that the vendor is in compliance with the provisions of the Executive Order titled "Establishing Requirements for City Contracts in an Effort to Prevent Wage Theft," as currently in effect. **All Vendors must certify the following:**

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>



**STANDARD CONTRACT DOCUMENT**  
CITY OF BOSTON

(FORM CM 10)

**CONTRACT ID:**

Contractor Legal Name: LAN-TEL Communications, Inc. (and d/b/a):	City Department Name:
Contractor Address: 1400 Providence Highway, Suite 3100, Norwood, MA	Department Head: Mailing Address:
Contractor Vendor ID: VC6000177274	Billing Address (if different):

ACCOUNT	FUND	DEPT ID	PROGRAM	CLASS	PROJECT	BUD REF	FUNCTION	AMOUNT
								\$
								\$
								\$
								\$
								\$

**Contract Details**

Description/Scope of Services: (Attach supporting documentation)  
PsNet Development and Management

Begin Date: \_\_\_\_\_ End Date: \_\_\_\_\_  
Rate: \$ \_\_\_\_\_ Not to Exceed Amount: \$ \_\_\_\_\_  
(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 \$		
	SIGNATURE	SIGNATURE
	President/CEO	04/30/2018
SIGNATURE	TITLE	DATE
04/30/2018	04/30/2018	
DATE	DATE	

## CITY OF BOSTON

### STANDARD CONTRACT GENERAL CONDITIONS

#### ARTICLE 1 -- DEFINITION OF TERMS:

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

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

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

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

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

#### ARTICLE 2 -- PERFORMANCE:

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

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

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

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

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

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

#### ARTICLE 4 -- TIME:

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

#### ARTICLE 5 -- COMPENSATION:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE 10 -- PROHIBITION AGAINST ASSIGNMENT:

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

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

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

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

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

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

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

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

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

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

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.

Approved as to form by Corporation Counsel  
September 2017

LAN-TEL COMMUNICATIONS, INC.  
FINANCIAL STATEMENTS  
AND SUPPLEMENTARY INFORMATION  
YEARS ENDED DECEMBER 31, 2016 AND 2015

LUCA, DeBLASIO & CO., INC.

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**LUCA, DeBLASIO & CO., INC.**

**CERTIFIED PUBLIC ACCOUNTANTS**

1 Presidential Way, Suite 103  
Woburn, MA 01801

TEL: (MA) 781-933-4114 (RI) 401-751-9700  
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April 30, 2017

**INDEPENDENT AUDITOR'S REPORT**

The Board of Directors  
Lan-Tel Communications, Inc.  
Norwood, Massachusetts

***Report on the Financial Statements***

We have audited the accompanying financial statements of Lan-Tel Communications, Inc., which comprise the balance sheets as of December 31, 2016 and 2015 and the related statements of income and retained earnings, and cash flows for the years then ended, and the related notes to the financial statements.

***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

***Auditor's Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of the significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Lan-Tel Communications, Inc., as of December 31, 2016 and 2015, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

*Luca DeBlasio & Co., Inc.*

LAN-TEL COMMUNICATIONS, INC.

BALANCE SHEETS

ASSETS

	<u>December 31,</u>	
	<u>2016</u>	<u>2015</u>
<b>CURRENT ASSETS:</b>		
Cash	\$ 39,025	\$ 26,622
Accounts receivable, less allowance for doubtful accounts of \$30,000, in 2016 and 2015	6,703,345	9,362,049
Retainage receivable	725,208	1,377,476
Costs and estimated earnings in excess of billings on uncompleted contracts	2,042,286	2,815,305
Prepaid expenses	63,141	55,086
<b>TOTAL CURRENT ASSETS</b>	<u>9,573,005</u>	<u>13,636,538</u>
<b>PROPERTY AND EQUIPMENT (NET)</b>	572,796	396,094
<b>OTHER ASSETS:</b>		
Deposits	5,000	6,257
Goodwill, net	6,489	7,522
	<u>11,489</u>	<u>13,779</u>
	<u>\$ 10,157,290</u>	<u>\$14,046,411</u>

LIABILITIES AND STOCKHOLDERS' EQUITY

<b>CURRENT LIABILITIES:</b>		
Lines of credit	\$ 2,459,623	\$ 3,497,088
Current maturities of long term debt	293,890	-
Accounts payable	1,639,317	3,857,804
Accrued expenses	285,565	339,357
Accrued payroll and related taxes	323,861	444,916
Accrued income taxes	37,532	49,492
Billings in excess of costs and estimated earnings on uncompleted contracts	513,196	987,064
<b>TOTAL CURRENT LIABILITIES</b>	<u>5,552,984</u>	<u>9,175,721</u>
<b>LONG-TERM DEBT</b>	1,042,893	-
<b>COMMITMENTS</b>		
<b>STOCKHOLDER'S EQUITY:</b>		
Common stock, no par value, 15,000 shares authorized, 1,665 shares issued and outstanding	1,665	1,665
Additional paid-in capital	15,295	15,295
Treasury stock, 665 shares at cost	(2,350,000)	-
Retained earnings	5,894,453	4,853,730
	<u>3,561,413</u>	<u>4,870,690</u>
	<u>\$ 10,157,290</u>	<u>\$14,046,411</u>

See accompanying independent auditor's report  
and notes to financial statements.

**LUCA, DeBLASIO & CO., INC.**

LAN-TEL COMMUNICATIONS, INC.

STATEMENTS OF INCOME AND RETAINED EARNINGS

	<u>Years Ended December 31,</u>	
	<u>2016</u>	<u>2015</u>
REVENUE	\$ 33,434,719	\$ 34,946,926
CONTRACT COSTS	<u>27,589,229</u>	<u>29,633,424</u>
GROSS PROFIT	5,845,490	5,313,502
GENERAL AND ADMINISTRATIVE (schedule)	<u>4,601,357</u>	<u>3,896,874</u>
INCOME FROM OPERATIONS	1,244,133	1,416,628
OTHER INCOME (EXPENSE):		
Other income	45,010	15,268
Loss on disposition of assets	(67,596)	-
Interest expense, net	<u>(141,565)</u>	<u>(94,703)</u>
	<u>(164,151)</u>	<u>(79,435)</u>
NET INCOME BEFORE PROVISION FOR INCOME TAXES	1,079,982	1,337,193
PROVISION FOR STATE INCOME TAXES	<u>39,259</u>	<u>53,285</u>
NET INCOME	1,040,723	1,283,908
RETAINED EARNINGS, beginning of year	4,853,730	4,103,155
Shareholder distributions	<u>-</u>	<u>(533,333)</u>
RETAINED EARNINGS, end of year	<u>\$ 5,894,453</u>	<u>\$ 4,853,730</u>

See accompanying independent auditor's report  
and notes to financial statements.

LUCA, DeBLASIO & CO., INC.

LAN-TEL COMMUNICATIONS, INC.

STATEMENTS OF CASH FLOWS

	<u>Years Ended December 31,</u>	
	<u>2016</u>	<u>2015</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Net income	\$ 1,040,723	\$ 1,283,908
Adjustments to reconcile net income to net cash from operations:		
Depreciation and amortization	138,747	91,869
Disposition of fixed assets, net of proceeds	67,596	-
Decrease (increase) in accounts receivable	2,658,704	(3,340,761)
Decrease (increase) in retainage receivable	652,268	(362,605)
Decrease in costs and estimated earnings in excess of billings on uncompleted contracts	773,019	19,991
(Increase) decrease in prepaid expenses	(8,055)	6,106
Decrease in deposits	1,257	-
(Decrease) increase in accounts payable	(2,218,487)	1,403,994
(Decrease) increase in accrued expenses	(53,792)	70,078
(Decrease) increase in accrued payroll and related taxes	(121,055)	172,216
(Decrease) increase in accrued income taxes	(11,960)	17,329
(Decrease) increase in billings in excess of costs and estimated earnings on uncompleted contracts	(473,868)	615,271
<b>NET CASH PROVIDED BY (USED IN) OPERATIONS</b>	<u>2,445,096</u>	<u>(22,604)</u>
 <b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>		
Purchase of fixed assets	(382,011)	(202,221)
<b>NET CASH USED IN INVESTING ACTIVITIES</b>	<u>(382,011)</u>	<u>(202,221)</u>
 <b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>		
Redemption of minority shareholder common stock	(2,350,000)	-
Net borrowings (repayments) on long term debt	1,336,783	(94,158)
Net (repayments) borrowings under line of credit agreement	(1,037,465)	841,245
Shareholder distributions	-	(533,333)
<b>NET CASH (USED IN) PROVIDED BY FINANCING ACTIVITIES</b>	<u>(2,050,682)</u>	<u>213,754</u>
 <b>NET INCREASE (DECREASE) IN CASH</b>	12,403	(11,071)
 CASH, beginning of year	<u>26,622</u>	<u>37,693</u>
 CASH, end of year	<u>\$ 39,025</u>	<u>\$ 26,622</u>

See accompanying independent auditor's report  
and notes to financial statements.

**LUCA, DeBLASIO & CO., INC.**

LAN-TEL COMMUNICATIONS, INC.

STATEMENTS OF CASH FLOWS

(CONTINUED)

	<u>Years Ended December 31,</u>	
	<u>2016</u>	<u>2015</u>
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:		
Interest	<u>\$ 141,565</u>	<u>\$ 94,703</u>
Income taxes	<u>\$ 52,227</u>	<u>\$ 35,956</u>

DISCLOSURE OF ACCOUNTING POLICY:

For purposes of the statement of cash flows, the Company considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

See accompanying independent auditor's report  
and notes to financial statements.

LAN-TEL COMMUNICATIONS, INC.

NOTES TO FINANCIAL STATEMENTS

A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

Nature of Business

The Company was founded in 1991 as a structured cabling company, and has grown over the years into a cabling and technology company offering diversified services and solutions as a provider of voice, data, video and security design, installation and maintenance. The Company is a Massachusetts corporation and is located in Norwood, MA.

Revenue and Cost Recognition

Revenues from construction contracts are recognized on the percentage-of-completion method, measured by the percentage of total costs incurred to date to estimated total costs for each contract. Contract costs include all direct material and labor costs and those indirect costs related to contract performance, such as supplies, tools, repairs, insurance and payroll taxes. General and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability, including those arising from contract penalty provisions and final contract settlements may result in revisions to costs and income and are recognized in the period in which the revisions are determined. The asset "Costs and estimated earnings in excess of billings on uncompleted contracts" represents costs incurred plus estimated earnings in excess of billings. The liability "Billings in excess of costs and estimated earnings on uncompleted contracts" represents billings in excess of revenue recognized.

Property and Equipment

The components of property and equipment are recorded at cost and are being depreciated and amortized for financial statement purposes using both straight-line and accelerated methods over the following estimated useful lives:

Machinery and equipment	5 years
Office equipment	5 years
Furniture and fixtures	7 years
Motor vehicles	5 years
Leasehold improvements	39.5 years

For federal income tax purposes property and equipment is being depreciated using accelerated methods of cost recovery over statutory recovery periods. Maintenance and repairs are charged to income as incurred and renewals and betterments are capitalized.

The cost of properties retired or otherwise disposed of and the related accumulated depreciation thereon are eliminated from the asset and related depreciation accounts at the time of retirement or sale, and the resulting gain or loss is included in income.

Advertising

Advertising and marketing expenditures are expensed as incurred. For the years ended December 31, 2016 and 2015, advertising expense was \$61,706 and \$36,584, respectively.

See accompanying independent auditor's report.

LAN-TEL COMMUNICATIONS, INC.

NOTES TO FINANCIAL STATEMENTS

A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED):

Income Taxes

The Company elected S corporation status effective January 1, 2013 (Note F). Earnings and losses after that date are included in the personal tax returns of the stockholders. The shareholders may make substantial capital withdrawals in April of each year to pay their personal income tax liabilities. For the years ended December 31, 2016 and 2015, a provision for Massachusetts income taxes imposed on S-Corporations with income and sales over \$6 million is included in the financial statements

Uncertainty in Income Taxes

The Financial Accounting Standards Board (FASB) has issued Interpretation No. 48, Accounting for Uncertainty in Income Taxes (FIN 48). FIN 48 clarifies the accounting for uncertainty in income taxes recognized in an enterprise's financial statements in accordance with FASB Statement No. 109, Accounting for Income Taxes. FIN 48 is effective for fiscal years beginning after December 15, 2008, and is applicable to pass-through entities such as Subchapter S corporations, partnerships and LLC entities. As of December 31, 2016, the Company determined that it had no tax positions that did not meet the "more likely than not" threshold of being sustained by the applicable tax authority.

Allowance for Doubtful Accounts

The Company uses the allowance method of accounting for bad debts, based on historical experience and management's evaluation of outstanding accounts receivable at the end of each period.

Concentrations of Credit Risk

The Company maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash and cash equivalents

Fair Value Measurement

The Company has adopted SFAS 157, Fair Value Measurements for financial assets and financial liabilities, as required, effective as of January 1, 2008. The adoption of SFAS 157 did not have a material impact on the Company's financial statements. In February 2008, the Financial Accounting Standards Board (FASB) issued Staff Position No. 157-2, which amends SFAS 157 to apply to nonfinancial assets and nonfinancial liabilities beginning with the fiscal year subsequent to November 15, 2008.

In accordance with codification topic 820 (ASC 820) the Company reports its qualifying assets and liabilities in accordance with the Fair Value Measurements and Disclosure Standards under U.S. GAAP. Those standards define fair value, establish a framework for measuring fair value and expand disclosures about fair value measurements. This policy establishes a fair value framework that prioritizes the inputs and assumptions used to measure fair value. The three levels of the fair value framework are as follows:

- Level 1 – Inputs that reflect unadjusted quoted prices in active markets for identical assets or liabilities at the measurement date
- Level 2 – Inputs other than quoted prices in active markets that are observable for the asset either directly or indirectly, including inputs in markets that are not considered to be active
- Level 3 – Inputs are unobservable

See accompanying independent auditor's report.

LAN-TEL COMMUNICATIONS, INC.

NOTES TO FINANCIAL STATEMENTS

**A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED):**

A qualifying asset or liability's level within the framework is based upon the lowest level of any input that is significant to the fair value measurement. The Company's qualifying assets or liabilities are recorded at fair value using level 1 inputs.

**B. PROPERTY AND EQUIPMENT:**

Property and equipment consists of the following as of December 31,

	<u>2016</u>	<u>2015</u>
Machinery and equipment	\$ 125,792	\$ 121,875
Office equipment	630,435	507,880
Furniture and fixtures	154,556	79,231
Motor vehicles	625,091	521,619
Leasehold improvements	<u>69,450</u>	<u>68,731</u>
	1,605,324	1,299,336
Less: Accumulated depreciation	<u>1,032,528</u>	<u>903,242</u>
	<u>\$ 572,796</u>	<u>\$ 396,094</u>

Depreciation and amortization expense for the years ending December 31, 2016 and 2015 was \$138,747 and \$91,869 respectively.

**C. LINE OF CREDIT:**

The Company has a working capital line of credit with a bank up to the maximum amount of \$6,000,000, or the Borrowing Base, whichever is lesser. "Borrowing Base" shall mean 80% of eligible receivables plus the lesser of 40% of bonded accounts less than 90 days past invoice date plus 40% of non-bonded accounts which are subject to retainage or \$1,500,000. Eligible receivables mean receivables satisfactory to the bank which are outstanding for not more than 90 days after the invoice date excluding bonded and retainage receivables. The line of credit matures December 30, 2017 and is subject to certain covenants as specified in the loan document, including a minimum debt service coverage ratio of 1.2 times. Interest is charged at prime plus .25%, (4.00% at December 31, 2016 and 3.75% at December 31, 2015).

In April, 2015 the Company entered into an additional equipment line of credit agreement with a bank for the purpose of financing equipment purchases. The Company may borrow up to \$300,000 at an interest rate of prime plus .25%, with a minimum rate of 3.75% (4.00% at December 31, 2016 and 3.75% at December 31, 2015). During 2015 the Company refinanced its existing vehicle loans by drawing down on the line, see Note D. The line of credit matures December 30, 2017 and is subject to certain covenants as specified in the loan document, including a minimum debt service coverage ratio of 1.2 times.

Both lines of credit are collateralized by all business assets and are personally guaranteed by the shareholder.

See accompanying independent auditor's report.

LAN-TEL COMMUNICATIONS, INC.

NOTES TO FINANCIAL STATEMENTS

C. LINE OF CREDIT (continued):

The amounts outstanding on the lines of credit as of December 31,

	<u>2016</u>	<u>2015</u>
Working capital line of credit	\$ 2,232,145	\$ 3,329,607
Equipment line of credit	227,478	167,481
	<u>\$ 2,459,623</u>	<u>\$ 3,497,088</u>

D. LONG TERM DEBT:

On January 1, 2016 the Company redeemed a minority shareholder's common stock in the amount of \$2,350,000. In March, 2016 \$1,550,000 of the redemption was financed by a bank over a five year term with monthly payments of approximately, \$28,600 including interest at 4.14%. The loan is subject to certain covenants as specified in the loan document. In addition, the loan is collateralized by all business assets and is personally guaranteed by the shareholder. As of December 31, 2016 the balance was \$1,366,783.

Future minimum payments on the loan are as follows:

2017	\$ 293,890
2018	306,290
2019	319,213
2020	332,683
2021	84,707
	<u>\$ 1,336,783</u>

E. COMMITMENTS:

The company leases its office and warehouse space in Norwood, MA under a non-cancelable realty lease. In December, 2015 the Company signed a proposal to lease a larger space from the landlord in the same office park. The landlord built out the space according to a mutually agreed plan and the Company relocated to the new space in April, 2016. The new rental payment commenced 2 months after occupancy, in June 2016. The Company leases approximately 14,000 square feet at an initial cost of \$10.50 per square foot which will escalate \$.50 each year. Base rent was \$12,250 and \$9,564 at December 31, 2016 and 2015, respectively. In addition to the base rent, the Company is responsible for its pro-rata share of real estate taxes and building and project operating expenses. The lease is for an initial five years with one option for a five year renewal. In addition, the Company entered into a sublease for office space in Boston, MA which commenced in November, 2016, expires in January, 2019 and can be terminated upon 90 days' notice. The monthly rent is \$800. Rental expense under this lease was \$149,119 and \$110,547 for the years ended December 31, 2016 and 2015, respectively.

The future minimum rental payments are as follows:

2017	\$ 160,100
2018	167,100
2019	165,300
2020	171,500
2021	87,500
	<u>\$ 751,500</u>

See accompanying independent auditor's report.

Please visit our web site at <http://www.mass.gov/dpl/boards/FA>

JOSEPH H BODIO  
LAN-TEL COMMUNICATIONS INC  
1400 PROVINCENCE HWY  
BLDG. 3, SUITE 3100  
NORWOOD, MA 02062-5015

(FA)

Fold, Then Detach Along All Perforations

**COMMONWEALTH OF MASSACHUSETTS**  
**DIVISION OF PROFESSIONAL LICENSURE**

BOARD OF

ELECTRICIANS

ISSUES THE FOLLOWING LICENSE AS A  
REGISTERED SYSTEM CONTRACTOR

JOSEPH H BODIO  
LAN-TEL COMMUNICATIONS INC  
1400 PROVINCENCE HWY  
BLDG. 3, SUITE 3100  
NORWOOD, MA 02062-5015

1631 07/31/2019 115848

LICENSE NUMBER      EXPIRATION DATE      SERIAL NUMBER

LICENSEE SIGNATURE



Fold, Then Detach Along All Perforations

**COMMONWEALTH OF MASSACHUSETTS  
DIVISION OF PROFESSIONAL LICENSURE**

**BOARD OF  
ELECTRICIANS**

**ISSUES THE FOLLOWING LICENSE  
REGISTERED SYSTEM TECHNICIAN**

**JOSEPH H BODIO  
1400 BOSTON PROVIDENCE TPKE  
BLDG 3, STE 3000  
NORWOOD, MA 02062-5028**

**LICENSE SIGNATURE**  


**2316 D      07/31/2019      280290**

**LICENSE NUMBER      EXPIRATION DATE      SERIAL NUMBER**



Commonwealth of Massachusetts  
Department of Public Safety

License: **SSCO-00841**  
Security Systems - S-License

**JOSEPH H BODIO**  
1400 PROVIDENCE HWY STE 200  
NORWOOD MA 02062



*Matthew Ci*  
Commissioner

Expiration:  
06/03/2018



# **NEW YORK STATE MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE ("MWBE") CERTIFICATION**

**Empire State Development's Division of Minority and  
Women's Business Development grants a**

**Women Business Enterprise (WBE)**

pursuant to New York State Executive Law, Article 15-Ato:

**Skywave Communications, Inc**

**Certification Awarded on: September 21, 2016**

**Expiration Date: September 15, 2019**

**File ID#: 60918**



**Division of Minority  
and Women's  
Business Development**

**A Division of Empire State Development**

THE UNIVERSITY OF CHICAGO

PHYSICS DEPARTMENT

PHYSICS 311



Handwritten notes or labels, possibly describing the diagram.

Handwritten notes or labels, possibly describing the diagram.



Handwritten notes or labels, possibly describing the diagram.

Handwritten notes or labels, possibly describing the diagram.



Date: April 30, 2018

To: Sarah Plowman  
Regional Planner  
City of Boston  
Purchasing Department  
One City Hall  
Boston, MA 02210  
[Sarah.plowman@boston.gov](mailto:Sarah.plowman@boston.gov)

From: Joseph Bodio  
LAN-TEL Communications, Inc.  
1400 Providence Highway, Suite 3100  
Norwood, MA 02062  
781.551.8599 office

**Re: Price Proposal PSnet 3 Development & Management  
Event ID BOSTN-EV00005292**

LAN-TEL is pleased to submit the attached price proposal for technical support services for the management and maintenance of the region's public safety network, PSnet from July 1, 2018 through June 30, 2019. Our price is based on the information, instruction and requirements presented by your office in the Request for Proposals for PSnet Development and Management dated April 2018.

LAN-TEL Communications, Inc.'s price for this fee for service is:

**\$ 1,058,200.00**

Our price proposal does not include hourly rates, estimated hours, deliverables, or payment schedule, as the RFP states:

***SECTION 6 – ACQUISITION METHOD TO BE USED FOR THIS CONTRACT***

***The acquisition method is fee-for-service. There are no hourly rates associated with this contract. The price of this contract is all-inclusive; no additional payments will be made for overtime or hours worked outside of normal business hours.***



Our response to Section 3 and Section 4 detail our Scope of Work and Deliverables to PSNEC and OEM.

The Payment Schedule is covered in:

*SECTION 10 – SPECIAL PROCUREMENT AND CONTRACT CONDITIONS*

***Payments Rendered***

*The payment schedule for this project will be on a bi-weekly basis consistent with the Contractor's price proposal and as negotiated at the time a fee-for-service, fixed-price contract is signed. The Contractor must bill OEM by submitting an accurate invoice to OEM with attention to: the OEM Project Manager, Mayor's Office of Emergency Management, Boston City Hall, 1 City Hall Square, Boston, MA 02201. The invoices must describe the services and any deliverables provided during the invoice period. In no event shall payment be made in advance of the services provided, nor will additional payment be made for overtime or work performed outside of normal business hours.*

If you have any questions, please call me at (781) 551-8599 or e-mail me at [jbodio@lan-tel.com](mailto:jbodio@lan-tel.com).

We look forward to reviewing our proposal with you and thank you again for your continued consideration of LAN-TEL Communications, Inc.

## PROPOSAL CHECKLIST

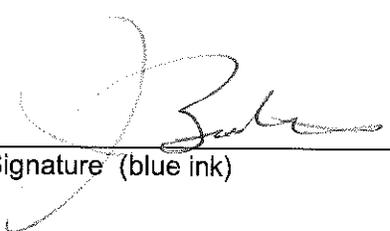
Proposals must be submitted in a sealed envelope with the RFP Title and the proposer's name and address clearly indicated on the envelopes. **It is mandatory that price proposals and non-price proposals be submitted separately.** Failure to submit separate proposals will result in rejection of the proposal. Included for the proposer's information is the City of Boston/County of Suffolk Standard Contract General Conditions (FORM CM 11); please review all terms and conditions.

### Non-Price Proposal Envelope

- Proposal Signature Page (provided)
- Contractor Certifications (provided)
- If mailing, please submit one original and one electronic (thumb drive) of non-price proposal in a sealed envelope marked in the lower left corner with the words: "PSNET 3- Non-Price Proposal" and proposer name
- Form CM06 – Certificate of Authority: SIGNED COPY REQUIRED
- Form CM09 – Contractor Certification: SIGNED COPY REQUIRED
- CM Forms 15A/B – CORI Compliance, Standards: SIGNED COPY REQUIRED
- Form LW2 – Living Wage Agreement: SIGNED COPY REQUIRED
- Form LW8 – Vendors Living Wage Affidavit: SIGNED COPY REQUIRED
- Form CM16 – Wage Theft: SIGNED COPY REQUIRED

### Price Proposal Envelope

- Price Proposal Page (provided)
- Detail of deliverables and payment schedule
- Detail of pay rates and estimated hours
- If mailing, please submit one price proposal and one electronic copy (thumb drive) in a sealed envelope marked in the lower left corner with the words: "PSNET 3- Price Proposal" and proposer name

  
\_\_\_\_\_  
Signature (blue ink)

## PRICE PROPOSAL PAGE

*Complete these pages and submit with any attachments in a separate sealed envelope from the non-price proposal.*

### Metro Boston Homeland Security Region PSNET 3

#### A. Instructions

The undersigned proposes to provide services to the Metro Boston Homeland Security Region in accordance with the response to its Request for Proposals (RFP). This is a fee-for-service contract.

For Section B, please submit a quote that encompasses all services, as defined in Sections 3 and 4, for the complete one-year duration of this contract. List all costs associated with your proposed deliverables.

Additionally, in Section C, assent that you will be providing the equipment procurement service and fill out one of the markup choices.

Please note:

- The total cost that is quoted in this proposal will be considered a best and final offer. You will bear the onus of any errors made in pricing the services (e.g., omitting a component of the services).
- Any taxes due will be assumed to be included in your price of services. The City of Boston is exempt from federal excise taxes (Federal Exemption No. A-108-328) and from Massachusetts sales and use taxes (Certificate No. E-046-001-380). Exemption certificates will be provided, if requested, following award.
- OEM reserves the right to contract with multiple entities to obtain the services it requires.
- The contract will be for one year with OEM's sole option to extend for a second and/or third year.

#### B. PSnet One-Year Price Proposal for All Services

As stated above in Section A, please review RFP Sections 3 and 4 and provide a quote that encompasses all services as defined in the Scope of Work and Project Requirements.

Payment schedule will be as follows:

- Payments will be made bi-weekly upon receipt of an invoice for deliverables and services performed during the two weeks prior.
- Total project cost will be divided into twenty-six (26) equal bi-weekly payments. No additional payments will be made for overtime or work performed outside of normal business hours.
- Additional separate invoicing should be submitted for network equipment and software procurement purchases, as needed.





**Price Proposal Signature Page**

Signature (blue ink please)

Joseph Bodio

Printed Name

President/CEO

Title

April 30, 2018

Date

LAN-TEL Communications, Inc.

Company Name

1400 Providence Highway, Suite 3100

Street

Norwood, MA, 02062

City, State, Zip

jbodio@lan-tel.com

Email

781.551.8599

Phone

781.551.8667

Fax



# Event Details

## City of Boston Procurement

Event ID	Format	Type	Page
BOSTN-EV00005292	Sell	RFX	1
Event Round	Version		
1	1		
Event Name			
PSnet 3 - PSnet Development & Management			
Start Time		Finish Time	
04/09/2018 12:00:00 EDT		04/30/2018 12:00:00 EDT	

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

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

**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States

**Contact:** Plowman, Sarah  
**Phone:**  
**Email:** sarah.plowman@boston.gov

### Event Description

The Mayor's Office of Emergency Management (OEM) on behalf of the Metro Boston Homeland Security Region (MBHSR) is requesting proposals to contract with qualified a technical vendor to engineer, upgrade, maintain, repair, manage and monitor the Public Safety Network (PSnet) infrastructure system. In addition, the contractor may provide equipment and software acquisition services on behalf of OEM for the PSnet system. The MBHSR Communications Interoperability Subcommittee (CIS) has identified a critical need to continue the technical management and development of the existing private, secure, Boston regional PSnet infrastructure that provides interconnection, IP transport, and other backbone and key IT services to an increasing variety of public safety services, systems, and applications. For more details please see the RFP.

### General Questions

1. Please review the below instructions for responding to this bid.

#### IF RESPONDING ONLINE THROUGH THE SUPPLIER PORTAL:

Please answer the questions asked in this bid event, including any file attachment uploads. Certain questions will require an answer in order to submit your response, while other questions are optional when they pertain to your company. Some questions require a specific answer which will be identified to you. You will be warned of disqualification if you answer with an unacceptable answer prior to submission.

Provide a price quote for all requested line items. In some cases, you may indicate that you are declining to bid on a certain line item by clicking the 'No Bid' checkbox.

After answering the questions and listing your price quotes, you may click the "Validate Entries" button to perform a check to determine if you've responded to all required elements of the bid response. When all required fields are complete and you are ready to submit your bid response to The City of Boston click the "Submit Bid" button. When you click "Submit Bid" it may take a moment for the system to process your bid response. Once it is successfully processed, you will receive a Bid Confirmation message confirming that your bid was submitted. You will also receive an e-mail confirming your bid submission. If you do not receive a Bid Confirmation screen and email, please review your bid and be sure you press the Submit Bid button. If you go back to make any edits to your bid, note that the "Save For Later" button will remove your bid from Submitted status so be sure to press the "Submit Bid" button after the edits are complete. Your bid will not be considered until it is officially submitted.

#### IF RESPONDING THROUGH A HARD-COPY PAPER PACKAGE:

Please answer all questions asked in this bid event, including inserting any requested file attachments. Certain questions require an answer in order to be considered a valid response.

Be sure to answer every question that is labeled with the phrase "RESPONSE REQUIRED: YES". Some questions may require a specific answer which will be identified to you. Those questions will be labeled as "MANDATORY RESPONSE REQUIRED: YES". Bid submissions must include the mandatory response to be eligible for award.

Provide a price quote for all requested line items. In some cases, you may indicate that you are declining to bid on a certain line item by clicking the 'No Bid' checkbox.

#### 2. BID EVENT AND CONTRACT TERMS AND CONDITIONS

I confirm that I have read, fully understand, and agree to comply with all terms and conditions that are associated with this bid event and the eventual contract.

If responding electronically through the Supplier Portal, please click the "View Associated Terms" to access the Standard Contract General Conditions.

For vendors who submit paper-based responses, the Standard Contract General Conditions will be listed



# Event Details (cont.)

## City of Boston Procurement

Event ID	Format	Type	Page
BOSTN-EV00005292	Sell	RFx	2
Event Round	Version		
1	1		
Event Name			
PSnet 3 - PSnet Development & Management			
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Event Currency: US Dollar  
 Bids allowed in other currency: No

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

**Submit To:** City of Boston  
 Purchasing Department  
 One City Hall  
 Room 808  
 Boston MA 02201  
 United States  
 Plowman, Sarah

**Contact:**  
**Phone:**  
**Email:** sarah.plowman@boston.gov

below.  
 Options:  I Agree  I Do Not Agree  
 Required: Yes Mandatory Response: Yes

**Select One**

Yes

Associated Terms:

---

**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



# Event Details (cont.)

## City of Boston Procurement

Event ID	Format	Type	Page
BOSTN-EV00005292	Sell	RFX	3
Event Round	Version		
1	1		
Event Name			
PSnet 3 - PSnet Development & Management			
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Event Currency: US Dollar  
 Bids allowed in other currency: No

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 1400 Providence Highway, Building 3, Suite 3100  
 Norwood MA 02062  
 United States

**Submit To:** City of Boston  
 Purchasing Department  
 One City Hall  
 Room 808  
 Boston MA 02201  
 United States  
 Plowman, Sarah

**Contact:**  
**Phone:**  
**Email:** sarah.plowman@boston.gov

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 furnish 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,



# Event Details (cont.)

## City of Boston Procurement

Event ID	Format	Type	Page
BOSTN-EV00005292	Sell	RFx	4
Event Round	Version		
1	1		
Event Name			
PSnet 3 - PSnet Development & Management			
Start Time	Finish Time		
04/09/2018 12:00:00 EDT	04/30/2018 12:00:00 EDT		

Event Currency: US Dollar  
 Bids allowed in other currency: No

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

**Submit To:** City of Boston  
 Purchasing Department  
 One City Hall  
 Room 808  
 Boston MA 02201  
 United States  
 Plowman, Sarah

**Contact:**  
**Phone:**  
**Email:** sarah.plowman@boston.gov

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



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00005292	Sell	RFx	5
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
PSnet 3 - PSnet Development & Management			
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**Event Currency:** US Dollar  
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**Bidder:** Lan-Tel Communications Inc.  
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**Phone:**  
**Email:** sarah.plowman@boston.gov

based on the violations of such ordinances, regulations or laws, caused by the negligent actions or omissions of the Contractor, its agents, or employees.

11.7 In furtherance of the Mayor's Executive Order "Minority and Women Business Enterprise Development" dated December 31, 1987 and the Ordinance entitled "Promoting Minority and Women Owned Business Enterprises in the City of Boston" (Ordinances of 1987, Chapter 14, as amended), it is understood and agreed by the Contractor, and the Contractor by the execution of this Contract so certifies, as follows:

(1) That the Contractor shall actively solicit bids for the subcontracting of goods and services from certified minority and women businesses; (2) That in reviewing substantially equal proposals the Contractor shall give additional consideration to the award of subcontracts to certified minority and women bidders.

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

11.9 The Contractor certifies that neither it nor any of its subcontractors have been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c.149, c.151, or the Fair Labor Standards Act within three (3) years prior to the date of the Contract; or certifies that it has provided copies of any and all of the above to the Official prior to the date of the Contract and any required wage bond or insurance; and certifies that while the Contract is in effect, it will report any instance of the above to the Official within five (5) days of the 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, the Contractor shall comply with the Massachusetts Prevailing Wage Law for public works projects, M.G.L. c.149, s.26-27H, which establishes minimum wage rates for workers on such projects.

The Contractor shall comply and shall cause its subcontractors to comply with M.G.L. c.149, s.27B, which requires that a true and accurate record be kept of all persons employed on a project for which the prevailing wage rates are required. The Contractor shall, and shall cause its subcontractors to, submit weekly copies of their weekly payroll records to the City, to the extent the Prevailing Wage Law is applicable.

### ARTICLE 12 -- AVAILABLE APPROPRIATION:

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

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

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

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

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

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

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

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



# Event Details (cont.)

## City of Boston Procurement

Event ID	Format	Type	Page
BOSTN-EV00005292	Sell	RFx	6
Event Round	Version		
1	1		
Event Name			
PSnet 3 - PSnet Development & Management			
Start Time	Finish Time		
04/09/2018 12:00:00 EDT	04/30/2018 12:00:00 EDT		

Event Currency: US Dollar  
 Bids allowed in other currency: No

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

**Submit To:** City of Boston  
 Purchasing Department  
 One City Hall  
 Room 808  
 Boston MA 02201  
 United States

**Contact:** Plowman, Sarah  
**Phone:**  
**Email:** sarah.plowman@boston.gov

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.

**3. BID SUBMISSION TERMS AND CONDITIONS**

Before submitting any bids, the bidders shall fully inform themselves in regard to all conditions pertaining to the solicitation and all required terms and conditions for carrying out the contract. By filing a bid, the bidders do hereby represent that they have so informed themselves. This solicitation hereby expressly incorporates by reference any and all documents referred to therein, including without limitation the Advertisement, the Purchase Description and Specifications, the Evaluation Criteria, the City of Boston Standard Contract General Conditions, all other contractual terms and conditions applicable to the solicitation, and any addenda to the solicitation.

By submitting this response, the bidder certifies, under the pains and penalties of perjury, that it has submitted a response to this solicitation that is the bidder's offer to this solicitation. The City of Boston's Standard Contract General Conditions and all additional terms and conditions included in the solicitation and any addenda thereto shall be deemed accepted by the bidder and included as part of the final contract. The submitter attests that s/he is an agent of the bidder with authority to submit this bid on the bidder's behalf, and that s/he has read and assented to all of the solicitation terms.

The bidder 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.

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

Bidders are solely responsible for obtaining all information distributed for this solicitation and it is each bidder's responsibility to check for any addenda or modifications to this solicitation. The City of



# Event Details (cont.)

## City of Boston Procurement

Event ID	Format	Type	Page
BOSTN-EV00005292	Sell	RFx	7
Event Round	Version		
1	1		
Event Name			
PSnet 3 - PSnet Development & Management			
Start Time	Finish Time		
04/09/2018 12:00:00 EDT	04/30/2018 12:00:00 EDT		

Event Currency: US Dollar  
 Bids allowed in other currency: No

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

**Submit To:** City of Boston  
 Purchasing Department  
 One City Hall  
 Room 808  
 Boston MA 02201  
 United States

**Contact:** Plowman, Sarah  
**Phone:**  
**Email:** sarah.plowman@boston.gov

Boston accepts no responsibility and will provide no accommodation to bidders who submit a response based on an out-of-date solicitation or on information received from a source other than the City of Boston. It is the bidder's responsibility to keep the bidder's contact information current.

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

Online bidders must, if notified of contract award and if requested by the City of Boston, submit any contract documents, or any documents submitted or included as part of the solicitation, on paper with original ink signatures unless otherwise specified, within ten (10) calendar days of such a request.

\*\*Approved as to form by Corporation Counsel June 2012\*\*

Do you agree to these bid submission terms and conditions?

Options: I Agree  
 I Do Not Agree

Required: Yes Mandatory Response: Yes

Yes

Select One

x

4. I certify 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.

Electronic responders on the Supplier Portal: Please type your name in the Response location below to certify.

Paper-based responders: Please sign your name in the Response box provided.

Required: Yes Mandatory Response: No

**Response**

Yes. Joseph H. Bodio 
---

**5. CITY OF BOSTON'S CORI POLICY COMPLIANCE**

The City of Boston is subject to City of Boston Code, Chapter 4, section 7 (click the View Associated Terms link below to view), 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 persons with criminal backgrounds through the Criminal Offender Record Information (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.

Instructions for Responding to the CORI Compliance Bid Factor:

A vendor should not select option 1 unless it performs NO CORI checks on any applicant.  
 A vendor that selects option 2 certifies, under penalties of perjury, that its CORI policy is consistent with the standards set by the City of Boston (click the View Associated Terms link below to view). A vendor with a CORI policy that does not conform to the City of Boston standards must select option 3. Vendors that select option 3 will not be permitted to enter into contracts with the City of Boston, absent a waiver, as provided in City of Boston Code, Chapter 4, section 7.4.



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00005292	Sell	RFx	8
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
PSnet 3 - PSnet Development & Management			
<b>Start Time</b>	<b>Finish Time</b>		
04/09/2018 12:00:00 EDT	04/30/2018 12:00:00 EDT		

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

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

**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States  
Plowman, Sarah

**Contact:**  
**Phone:**  
**Email:** sarah.plowman@boston.gov

All vendors must select one of the 3 options below as to its use of CORI checks, under penalties of perjury:

- Options:
- CORI checks are not performed on any applicants.
  - CORI checks are consistent with City of Boston standards.
  - CORI checks are not consistent with City of Boston standards.
- Required: Yes Mandatory Response: No
- Yes

Select One

x

Associated Terms:

### CITY OF BOSTON CORI POLICY

By selecting option 2 of the CORI bid factor question, Vendor affirms that its CORI related policies, practices, and standards are consistent with the following City of Boston 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 and federal laws regarding CORI.

APPROVED AS TO FORM BY CORPORATION COUNSEL JUNE 2014

City of Boston CORI Ordinance

4-7 CORI SCREENING BY VENDORS OF THE CITY OF BOSTON.

4-7.1 Purpose.

These sections are intended to ensure that the persons and businesses supplying goods and/or services to the City of Boston deploy fair policies relating to the screening and identification of persons with criminal backgrounds through the CORI system.

4-7.2 Definitions.



# Event Details (cont.)

## City of Boston Procurement

Event ID	Format	Type	Page
BOSTN-EV00005292	Sell	RFx	9
Event Round	Version		
1	1		
Event Name			
PSnet 3 - PSnet Development & Management			
Start Time	Finish Time		
04/09/2018 12:00:00 EDT	04/30/2018 12:00:00 EDT		

Event Currency: US Dollar  
 Bids allowed in other currency: No

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 United States  
 Plowman, Sarah

**Contact:**  
**Phone:**  
**Email:** sarah.plowman@boston.gov

Unless specifically indicated otherwise, these definitions shall apply and control in CBC 4-7.

Applicant means any current or prospective employee, licensee, or volunteer and includes all persons included in 803 CMR 2.03.

Awarding authority means any department, agency, or office of the City of Boston that purchases goods and/or services from a vendor.

CHSB means the Criminal History Systems Board defined in MGL c6 and 803CMR 2.00.

City means the City of Boston or department, agency, or office thereof.

Otherwise qualified means any applicant that meets all other criteria for a position or consideration for a position.

Vendor means any vendor, contractor, or supplier of goods and/or services to the City of Boston.

4-7.3 CORI-Related Standards of the City of Boston.

The City of Boston will do business only with vendors that have adopted and employ CORI-related policies, practices, and standards that are consistent with City standards.

The City of Boston employs CORI-related policies and practices that are fair to all persons involved and seeks to do business with vendors that have substantially similar policies and practices. The awarding authority shall review all vendors' CORI policies for consistency with City standards. The awarding authority shall consider all vendors' CORI standards as part of the criteria to be evaluated in the awarding of a contract and will consider a vendor's execution of the CORI standards to be evaluated among the performance criteria of a contract. The awarding authority shall consider any vendor's deviation from the CORI standards as grounds for rejection, rescission, revocation, or any other termination of the contract.

The CORI-related policies and practices of the City include, but are not limited to:

- The City does not conduct a CORI check on an applicant unless a CORI check is required by law or the City has made a good faith determination that the relevant position is of such sensitivity that a CORI report is warranted.
- The City reviews the qualifications of an applicant and determines that an applicant is otherwise qualified for the relevant position before the City conducts a CORI check. The City does not conduct a CORI check for an applicant that is not otherwise qualified for a relevant position.
- If the City has been authorized by the CHSB to receive CORI reports consisting solely of conviction and case-pending information and the CORI report received by the City contains other information (i.e. cases disposed favorably for the applicant such as not guilty, dismissal) then the City informs the applicant and provides the applicant with a copy of CHSB's information for the applicant to pursue correction.
- When the City receives a proper CORI report of an applicant that contains only the CORI information that the City is authorized to receive and the City is inclined to refuse, rescind, or revoke the offer of a position to an applicant then the City fully complies with 803 CMR 6.11 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 City, informing the applicant of the specific parts of the CORI report that concern the City, providing an opportunity for the applicant to discuss the CORI report with the City 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 6.11.
- The City makes final employment-related decisions based on all of the information available to the City, including the seriousness of the crime(s), the relevance of the crime(s), the number of 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 City is adverse to the applicant and results in the refusal, rescission, or revocation of a position with the City then the City promptly notifies the applicant of the decision and the specific reason(s) therefor.

4-7.4 Waiver.

Under exigent circumstances, an awarding authority, by its highest ranking member, may grant a waiver of CBC 4-7.3 on a contract-by-contract basis and shall submit a written record of the waiver to the Office of Civil Rights and to the Boston City Council's Staff Director who shall provide a copy to each and every City Councillor. The written record shall include, but not be limited to, (a) a summary of the terms of the contract, (b) the details of the vendor's failure or refusal to conform with the City's CORI-related standards, and (c) a brief analysis of the exigency causing the grant of waiver.

No waiver may be considered perfected unless the awarding authority fully complies with the provisions of this sub-section.

4-7.5 Data Collection and Report.

Any awarding authority, vendor, applicant, or other interested party may contact the Office of Civil Rights to report any problems, concerns, or suggestions regarding the implementation, compliance, and impacts of these sections, and the Office of Civil Rights shall log every comment received with a summary



# Event Details (cont.)

## City of Boston Procurement

Event ID	Format	Type	Page
BOSTN-EV00005292	Sell	RFx	10
Event Round	Version		
1	1		
Event Name			
PSnet 3 - PSnet Development & Management			
Start Time		Finish Time	
04/09/2018 12:00:00 EDT		04/30/2018 12:00:00 EDT	

Event Currency: US Dollar  
 Bids allowed in other currency: No

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

**Submit To:** City of Boston  
 Purchasing Department  
 One City Hall  
 Room 808  
 Boston MA 02201  
 United States

**Contact:** Plowman, Sarah  
**Phone:**  
**Email:** sarah.plowman@boston.gov

of the comment and shall keep on file any written comments. Subsequent to logging any comment, the Office of Civil Rights may refer a complaint to the CHSB and shall notify the relevant awarding authority. The Office of Civil Rights shall prepare a written report including, but not limited to, a summary of the granted waivers, a summary of any feedback regarding CORI-related policies and/or practices, and any other information or analysis deemed noteworthy by the Director of the Office of Civil Rights. The Office of Civil Rights shall file the report with the Boston City Council via the Boston City Clerk every six (6) months from the implementation date of these sections.

### 4-7.6 Applicability.

If any provision of these sections imposes greater restrictions or obligations than those imposed by any other general law, special law, regulation, rule, ordinance, order, or policy then the provisions of these sections shall control.

### 4-7.7 Regulatory Authority.

The Office of Civil Rights shall have the authority to promulgate rules and regulations necessary to implement and enforce these sections and may promulgate a form of the affidavit.

### 4-7.8 Severability.

If any provision of these sections shall be held to be invalid by a court of competent jurisdiction, then such provision shall be considered separately and apart from the remaining provisions, which shall remain in full force and effect.

### 4-7.9 Implementation.

The provisions of these sections shall be effective on July 1, 2006.

## 6. EXCLUDED OR DEBARRED PARTIES CERTIFICATION

The City of Boston will not enter into a business relationship with persons or entities currently debarred or suspended from procurement by the federal or state government or the City of Boston.

I certify that the person(s) or entity(ies) responding to this procurement are not debarred, suspended, proposed for debarment, or otherwise declared ineligible from doing business with the federal or state government or the City of Boston, and that such person(s) or entity(ies) are not listed as debarred or excluded parties under the federal government's System for Award Management ([www.sam.gov](http://www.sam.gov)) or the Commonwealth of Massachusetts' Debarment lists (<http://www.mass.gov/anf/budget-taxes-and-procurement/procurement-info-and-res/conduct-a-procurement/procurement-considerations/vendor-debarment.html>).

Required: Yes Mandatory Response: No

Yes
-----

## 7. Legal Form of Business Entity. The bidder/offeror/contractor responding to this Event is a/an:

- Options:
- Individual
  - Partnership
  - Limited Liability Partnership (LLP)
  - Corporation
  - Limited Liability Company (LLC)
  - Joint Venture
  - Trust
  - Other

Required: Yes Mandatory Response: No

Yes

Select One

X



# Event Details (cont.)

## City of Boston Procurement

Event ID	Format	Type	Page
BOSTN-EV00005292	Sell	RFX	11
Event Round	Version		
1	1		
Event Name			
PSnet 3 - PSnet Development & Management			
Start Time	Finish Time		
04/09/2018 12:00:00 EDT	04/30/2018 12:00:00 EDT		

Event Currency: US Dollar  
 Bids allowed in other currency: No

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**Submit To:** City of Boston  
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 Boston MA 02201  
 United States

**Contact:** Plowman, Sarah  
**Phone:**  
**Email:** sarah.plowman@boston.gov

8. If responding electronically through the Supplier Portal, please upload your NON-PRICE Technical Proposal document here using the 'Enter File Attachment Response' hyperlink. Ensure that no pricing information is included in this file.

Vendors who submit paper-based responses should submit the NON-PRICE Proposal in a separate sealed envelope.

Failure to separate pricing information from technical proposal will result in rejection of the proposal.

Note: File uploads are limited to a 59-character file name length.

Required: Yes Mandatory Response: No

Yes
-----

**A file attachment is required to satisfy this question.**  
**Your bid will need to be edited online to include attachment responses.**

9. The Price Proposal must be submitted separately from the Technical Proposal according to statute. This is critically important. The evaluation team will complete its evaluation of the Technical Proposals prior to reviewing the Price Proposals.

Attachments containing price information, including the PRICE PROPOSAL, should only be attached to price Line 1 and not in the Event Header attachments section. By uploading your file to price Line 1, the information will remain sealed and separated from the technical proposals until that evaluation has been performed.

In the section labeled "Step 2: Enter Line Bid Responses", please enter the total bid amount under Line 1 and click the icon on the far right of the screen labeled "View/Add Question Comments and Attachments." There you will find the proper location to upload your PRICE PROPOSAL document.

10. The City of Boston offers its Vendors the ability to receive and sign contract documents electronically through the Supplier Portal. The contract becomes available to you and can be returned to the City of Boston through the use of your personal computer, eliminating travel to City offices or a shipping process. The only software needed to perform this function is the free downloadable Adobe Reader application.

If this bid results in a contract awarded to your company, would you like to sign the contract by applying an electronic signature through the Supplier Portal?

- Options:
- Yes, I prefer electronic signatures
  - No, printed contract documents please
  - Not sure. I want more information about the process

Required: Yes Mandatory Response: No

**Select One**

X

Yes



## Event Details (cont.)

### City of Boston Procurement

Event ID	Format	Type	Page
BOSTN-EV00005292	Sell	RFX	12
Event Round	Version		
1	1		
Event Name			
PSnet 3 - PSnet Development & Management			
Start Time		Finish Time	
04/09/2018 12:00:00 EDT		04/30/2018 12:00:00 EDT	

Event Currency: US Dollar  
Bids allowed in other currency: No

**Bidder:** Lan-Tel Communications Inc.  
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**Submit To:** City of Boston  
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Boston MA 02201  
United States  
Plowman, Sarah

**Contact:**  
**Phone:**  
**Email:** sarah.plowman@boston.gov



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00005292	Sell	RFX	13
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
PSnet 3 - PSnet Development & Management			
<b>Start Time</b>		<b>Finish Time</b>	
04/09/2018 12:00:00 EDT		04/30/2018 12:00:00 EDT	

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bidder:** Lan-Tel Communications Inc.  
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Boston MA 02201  
United States

**Contact:** Plowman, Sarah  
**Phone:**  
**Email:** sarah.plowman@boston.gov

## Line Details

<b>Line:</b> 1	<b>Item ID:</b>	<b>Line Qty:</b> 1.00	<b>UOM:</b> Each	<b>No Bid:</b> <input type="checkbox"/>
<b>Required:</b> No	<b>Reserve Price:</b> No			<b>Bid Qty:</b> 1.00
<b>Description:</b> Technical support services to the MBHSR for the management and maintenance of the region's public safety network, PSnet from July 1, 2018 - June 30, 2019				<b>Min/Max Qty:</b> No min / No max

Question	Response
1. What is your bid price for this line?	\$ 1,058,200
Required: Yes Mandatory Response: No	



# Event Details (cont.)

## City of Boston Procurement

Event ID	Format	Type	Page
BOSTN-EV00005292	Sell	RFX	14
Event Round	Version		
1	1		
Event Name			
PSnet 3 - PSnet Development & Management			
Start Time		Finish Time	
04/09/2018 12:00:00 EDT		04/30/2018 12:00:00 EDT	

Event Currency: US Dollar  
 Bids allowed in other currency: No

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

**Submit To:** City of Boston  
 Purchasing Department  
 One City Hall  
 Room 808  
 Boston MA 02201  
 United States  
 Plowman, Sarah

**Contact:**  
**Phone:**  
**Email:** sarah.plowman@boston.gov

## Bidder Information

<b>Firm Name:</b>	LAN-TEL Communications, Inc.		
<b>Name:</b>	Joseph H. Bodio	<b>Signature:</b>	<b>Date:</b> 04/30/2018
<b>Phone #:</b>	781.551.8599	<b>Fax #:</b>	781.551.8667
<b>Street Address:</b>	1400 Providence Highway, Suite 3100		
<b>City &amp; State:</b>	Norwood, MA	<b>Zip Code:</b>	02062
<b>Email:</b>	jbodio@lan-tel.com	<b>Tax Identification Nbr:</b>	04-3141040



# Event Details (cont.)

## City of Boston Procurement

Event ID	Format	Type	Page
BOSTN-EV00005292	Sell	RFX	15
Event Round	Version		
1	1		
Event Name			
PSnet 3 - PSnet Development & Management			
Start Time	Finish Time		
04/09/2018 12:00:00 EDT	04/30/2018 12:00:00 EDT		

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 Plowman, Sarah

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**Phone:**  
**Email:** sarah.plowman@boston.gov

## Appendix A - Line Specifications

Line: 1 Item ID: Line Qty: 1 UOM: Each

Description: Technical support services to the MBHSR for the management and maintenance of the region's public safety network, PSnet from July 1, 2018 - June 30, 2019

### Item Specifications

<b>Manufacturer:</b>		<b>Item Height:</b>	0
<b>Mfg Item ID:</b>		<b>Dimension UOM:</b>	
<b>Item Length:</b>	0	<b>Volume UOM:</b>	
<b>Item Width:</b>	0	<b>Weight UOM:</b>	
<b>Item Volume:</b>	0	<b>Item Color:</b>	
<b>Item Weight:</b>	0		
<b>Item Size:</b>			

### Shipping Information

<b>Schedule:</b>	1	<b>Ship To:</b>	Mayor's Office of Emergency Pr
<b>Quantity:</b>	1		Mayor's Office of Emergency Preparedness-Homeland Secur
<b>Due Date:</b>	05/05/2018		Boston City Hall -Room 204
<b>Freight Terms:</b>			One City Hall Plaza
<b>Ship Via:</b>	Federal Express		Boston MA 02201
			United States

**ADVERTISEMENT**  
**CITY OF BOSTON**

REQUEST FOR PROPOSALS  
FOR A Technical Vendor for Psnet Development and Management  
FOR THE OFFICE OF EMERGENCY MANAGEMENT

FOR ADDITIONAL INFORMATION PLEASE VISIT  
[boston.gov/procurement](http://boston.gov/procurement)  
AND ACCESS EV00005292  
OR CALL Sarah Plowman at 617-635-1400

The City of Boston (“the City”), acting by and through its Director, Office of Emergency Management (“the Official”), requests proposals for a qualified vendor to manage and maintain our public safety network, as particularly set forth in the Request for Proposals, which may be obtained from the City’s purchasing website and Supplier Portal ([boston.gov/procurement](http://boston.gov/procurement)).

Responding to this RFP is voluntary. All costs associated with responding to this RFP, any presentations, and/or demonstrations will be the sole responsibility of the vendor participating in the RFP response.

All proposals shall be submitted in strict conformance with the Request for Proposal (RFP) which may be obtained by visiting [boston.gov/procurement](http://boston.gov/procurement), on or after 12:00 PM., Boston local time, on April 9, 2018. The RFP will remain available until the date and time of the opening of proposals, on April 30, 2018 at 12:00 PM, Boston local time.

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

Offerors have the option of submitting proposals through either (i) the City of Boston’s Supplier Portal [boston.gov/procurement](http://boston.gov/procurement) or (ii) by delivery of two (2) separate sealed envelopes, one containing two (2) copies of the Non-Price Technical Proposal with one (1) marked as the Original, and one (1) electronic copy (thumb drive), labeled as “PSNET 3 - NON-PRICE TECHNICAL PROPOSAL,” and the other containing two (2) copies of the Price Proposal with one (1) marked as the Original, and one (1) electronic copy (thumb drive), labeled as “PSNET 3- PRICE PROPOSAL.” Under no circumstance shall any price information be included with a Technical Proposal.

If submitting via paper, price and technical proposals shall be submitted **separately** in sealed, clearly labeled envelopes on or before 12:00 PM, Boston local time, on April 30, 2018 to:

Sarah Plowman, Regional Planner  
Office of Emergency Management (OEM)  
Boston City Hall, Room 204  
1 City Hall Square

Boston, MA 02201

***The Official shall reject late proposals. Failure to submit separate sealed price and technical proposals shall result in disqualification of the entire proposal.***

The Official shall not open the proposals publicly, but shall open the technical proposals in the presence of one or more witnesses within twenty-four (24) hours of the above deadline for submission of proposals. The Official may open price proposals later and in any case shall open the price proposals to avoid disclosure to the individuals evaluating the technical proposals.

The term of the contract shall be for one (1) year.

The City reserves the right to reject any and all proposals, or any part or parts thereof, and to award a contract as the Official deems to be in the best interests of the City. This contract shall be subject to the availability of an appropriation therefore, if sufficient funds are not appropriated for the contract in any fiscal year, the Official shall cancel the contract. The maximum time for acceptance of a proposal and the issuance of a written notification of award shall be one hundred eighty (180) days. The award of this contract shall be subject to the approval of the Mayor of Boston.

Rene Fielding,  
Director, Office of Emergency Management



# Event Details

## City of Boston Procurement

Event ID	Format	Type	Page
BOSTN-EV00005292	Sell	RFx	1
Event Round	Version		
1	1		
Event Name			
PSnet 3 - PSnet Development & Management			
Start Time		Finish Time	
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United States  
Plowman, Sarah

**Contact:**  
**Phone:**  
**Email:** sarah.plowman@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 2  
**Bid Date:** 06/05/2018 11:52:58 EDT  
**Total Bid Amount:** 1,058,200.00

## Event Description

The Mayor's Office of Emergency Management (OEM) on behalf of the Metro Boston Homeland Security Region (MBHSR) is requesting proposals to contract with qualified a technical vendor to engineer, upgrade, maintain, repair, manage and monitor the Public Safety Network (PSnet) infrastructure system. In addition, the contractor may provide equipment and software acquisition services on behalf of OEM for the PSnet system. The MBHSR Communications Interoperability Subcommittee (CIS) has identified a critical need to continue the technical management and development of the existing private, secure, Boston regional PSnet infrastructure that provides interconnection, IP transport, and other backbone and key IT services to an increasing variety of public safety services, systems, and applications. For more details please see the RFP.

## General Questions

1. Please review the below instructions for responding to this bid.

### IF RESPONDING ONLINE THROUGH THE SUPPLIER PORTAL:

Please answer the questions asked in this bid event, including any file attachment uploads. Certain questions will require an answer in order to submit your response, while other questions are optional when they pertain to your company. Some questions require a specific answer which will be identified to you. You will be warned of disqualification if you answer with an unacceptable answer prior to submission.

Provide a price quote for all requested line items. In some cases, you may indicate that you are declining to bid on a certain line item by clicking the 'No Bid' checkbox.

After answering the questions and listing your price quotes, you may click the "Validate Entries" button to perform a check to determine if you've responded to all required elements of the bid response. When all required fields are complete and you are ready to submit your bid response to The City of Boston click the "Submit Bid" button. When you click "Submit Bid" it may take a moment for the system to process your bid response. Once it is successfully processed, you will receive a Bid Confirmation message confirming that your bid was submitted. You will also receive an e-mail confirming your bid submission. If you do not receive a Bid Confirmation screen and email, please review your bid and be sure you press the Submit Bid button. If you go back to make any edits to your bid, note that the "Save For Later" button will remove your bid from Submitted status so be sure to press the "Submit Bid" button after the edits are complete. Your bid will not be considered until it is officially submitted.

### IF RESPONDING THROUGH A HARD-COPY PAPER PACKAGE:

Please answer all questions asked in this bid event, including inserting any requested file attachments. Certain questions require an answer in order to be considered a valid response.

Be sure to answer every question that is labeled with the phrase "RESPONSE REQUIRED: YES". Some questions may require a specific answer which will be identified to you. Those questions will be labeled as "MANDATORY RESPONSE REQUIRED: YES". Bid submissions must include the mandatory response to be eligible for award.

Provide a price quote for all requested line items. In some cases, you may indicate that you are declining to bid on a certain line item by clicking the 'No Bid' checkbox.

### 2. BID EVENT AND CONTRACT TERMS AND CONDITIONS

I confirm that I have read, fully understand, and agree to comply with all terms and conditions that are associated with this bid event and the eventual contract.

If responding electronically through the Supplier Portal, please click the "View Associated Terms" to access the Standard Contract General Conditions.

For vendors who submit paper-based responses, the Standard Contract General Conditions will be listed



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00005292	Sell	RFx	2
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
PSnet 3 - PSnet Development & Management			
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Plowman, Sarah

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**Phone:**  
**Email:** sarah.plowman@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 2  
**Bid Date:** 06/05/2018 11:52:58 EDT  
**Total Bid Amount:** 1,058,200.00

### General Questions

below.  
Options: I Agree  
I Do Not Agree  
Required: Yes Mandatory Response: Yes

Select One

X

### Associated Terms:

---

#### 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



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00005292	Sell	RFx	3
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
PSnet 3 - PSnet Development & Management			
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Plowman, Sarah

**Contact:**  
**Phone:**  
**Email:** sarah.plowman@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 2  
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**Total Bid Amount:** 1,058,200.00

### General Questions

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 furnish 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,



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00005292	Sell	RFx	4
<b>Event Round</b>	<b>Version</b>		
1	1		
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PSnet 3 - PSnet Development & Management			
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Plowman, Sarah

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**Phone:**  
**Email:** sarah.plowman@boston.gov

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**Bids allowed in other currency:** No

**Bid Number:** 2  
**Bid Date:** 06/05/2018 11:52:58 EDT  
**Total Bid Amount:** 1,058,200.00

### General Questions

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



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00005292	Sell	RFx	5
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### General Questions

based on the violations of such ordinances, regulations or laws, caused by the negligent actions or omissions of the Contractor, its agents, or employees.

11.7 In furtherance of the Mayor's Executive Order "Minority and Women Business Enterprise Development" dated December 31, 1987 and the Ordinance entitled "Promoting Minority and Women Owned Business Enterprises in the City of Boston" (Ordinances of 1987, Chapter 14, as amended), it is understood and agreed by the Contractor, and the Contractor by the execution of this Contract so certifies, as follows:

(1) That the Contractor shall actively solicit bids for the subcontracting of goods and services from certified minority and women businesses; (2) That in reviewing substantially equal proposals the Contractor shall give additional consideration to the award of subcontracts to certified minority and women bidders.

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

11.9 The Contractor certifies that neither it nor any of its subcontractors have been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c.149, c.151, or the Fair Labor Standards Act within three (3) years prior to the date of the Contract; or certifies that it has provided copies of any and all of the above to the Official prior to the date of the Contract and any required wage bond or insurance; and certifies that while the Contract is in effect, it will report any instance of the above to the Official within five (5) days of the 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, the Contractor shall comply with the Massachusetts Prevailing Wage Law for public works projects, M.G.L. c.149, s.26-27H, which establishes minimum wage rates for workers on such projects.

The Contractor shall comply and shall cause its subcontractors to comply with M.G.L. c.149, s.27B, which requires that a true and accurate record be kept of all persons employed on a project for which the prevailing wage rates are required. The Contractor shall, and shall cause its subcontractors to, submit weekly copies of their weekly payroll records to the City, to the extent the Prevailing Wage Law is applicable.

### ARTICLE 12 -- AVAILABLE APPROPRIATION:

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

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

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

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

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

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

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

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



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00005292	Sell	RFx	6
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
PSnet 3 - PSnet Development & Management			
<b>Start Time</b>		<b>Finish Time</b>	
04/09/2018 12:00:00 EDT		04/30/2018 12:00:00 EDT	

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

**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States  
Plowman, Sarah

**Contact:**  
**Phone:**  
**Email:** sarah.plowman@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 2  
**Bid Date:** 06/05/2018 11:52:58 EDT  
**Total Bid Amount:** 1,058,200.00

**General Questions**

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.

### 3. BID SUBMISSION TERMS AND CONDITIONS

Before submitting any bids, the bidders shall fully inform themselves in regard to all conditions pertaining to the solicitation and all required terms and conditions for carrying out the contract. By filing a bid, the bidders do thereby represent that they have so informed themselves. This solicitation hereby expressly incorporates by reference any and all documents referred to therein, including without limitation the Advertisement, the Purchase Description and Specifications, the Evaluation Criteria, the City of Boston Standard Contract General Conditions, all other contractual terms and conditions applicable to the solicitation, and any addenda to the solicitation.

By submitting this response, the bidder certifies, under the pains and penalties of perjury, that it has submitted a response to this solicitation that is the bidder's offer to this solicitation. The City of Boston's Standard Contract General Conditions and all additional terms and conditions included in the solicitation and any addenda thereto shall be deemed accepted by the bidder and included as part of the final contract. The submitter attests that s/he is an agent of the bidder with authority to submit this bid on the bidder's behalf, and that s/he has read and assented to all of the solicitation terms.

The bidder 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.

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

Bidders are solely responsible for obtaining all information distributed for this solicitation and it is each bidder's responsibility to check for any addenda or modifications to this solicitation. The City of



# Event Details (cont.)

## City of Boston Procurement

Event ID	Format	Type	Page
BOSTN-EV00005292	Sell	RFx	7
Event Round	Version		
1	1		
Event Name			
PSnet 3 - PSnet Development & Management			
Start Time		Finish Time	
04/09/2018 12:00:00 EDT		04/30/2018 12:00:00 EDT	

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United States  
Plowman, Sarah

**Contact:**  
**Phone:**  
**Email:** sarah.plowman@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 2  
**Bid Date:** 06/05/2018 11:52:58 EDT  
**Total Bid Amount:** 1,058,200.00

### General Questions

Boston accepts no responsibility and will provide no accommodation to bidders who submit a response based on an out-of-date solicitation or on information received from a source other than the City of Boston. It is the bidder's responsibility to keep the bidder's contact information current.

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

Online bidders must, if notified of contract award and if requested by the City of Boston, submit any contract documents, or any documents submitted or included as part of the solicitation, on paper with original ink signatures unless otherwise specified, within ten (10) calendar days of such a request.

\*\*Approved as to form by Corporation Counsel June 2012\*\*

Do you agree to these bid submission terms and conditions?

Options: I Agree  
I Do Not Agree

Required: Yes Mandatory Response: Yes

Select One

X

4. I certify 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.

Electronic responders on the Supplier Portal: Please type your name in the Response location below to certify.

Paper-based responders: Please sign your name in the Response box provided.

Required: Yes Mandatory Response: No

### Response

Yes. Joseph H. Bodio

## 5. CITY OF BOSTON'S CORI POLICY COMPLIANCE

The City of Boston is subject to City of Boston Code, Chapter 4, section 7 (click the View Associated Terms link below to view), 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 persons with criminal backgrounds through the Criminal Offender Record Information (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.

Instructions for Responding to the CORI Compliance Bid Factor:

A vendor should not select option 1 unless it performs NO CORI checks on any applicant.

A vendor that selects option 2 certifies, under penalties of perjury, that its CORI policy is consistent with the standards set by the City of Boston (click the View Associated Terms link below to view). A

vendor with a CORI policy that does not conform to the City of Boston standards must select option 3.

Vendors that select option 3 will not be permitted to enter into contracts with the City of Boston, absent a waiver, as provided in City of Boston Code, Chapter 4, section 7.4.



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00005292	Sell	RFx	8
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
PSnet 3 - PSnet Development & Management			
<b>Start Time</b>		<b>Finish Time</b>	
04/09/2018 12:00:00 EDT		04/30/2018 12:00:00 EDT	

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United States

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Room 808  
Boston MA 02201  
United States  
Plowman, Sarah

**Contact:**  
**Phone:**  
**Email:** sarah.plowman@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 2  
**Bid Date:** 06/05/2018 11:52:58 EDT  
**Total Bid Amount:** 1,058,200.00

### General Questions

All vendors must select one of the 3 options below as to its use of CORI checks, under penalties of perjury:

- Options:
- CORI checks are not performed on any applicants.
  - CORI checks are consistent with City of Boston standards.
  - CORI checks are not consistent with City of Boston standards

Required: Yes Mandatory Response: No

Select One

X

Associated Terms:

---

### CITY OF BOSTON CORI POLICY

By selecting option 2 of the CORI bid factor question, Vendor affirms that its CORI related policies, practices, and standards are consistent with the following City of Boston 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 and federal laws regarding CORI.

APPROVED AS TO FORM BY CORPORATION COUNSEL JUNE 2014

City of Boston CORI Ordinance  
4-7 CORI SCREENING BY VENDORS OF THE CITY OF BOSTON.

4-7.1 Purpose.

These sections are intended to ensure that the persons and businesses supplying goods and/or services to the City of Boston deploy fair policies relating to the screening and identification of persons with criminal backgrounds through the CORI system.

4-7.2 Definitions.



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00005292	Sell	RFx	9
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
PSnet 3 - PSnet Development & Management			
<b>Start Time</b>		<b>Finish Time</b>	
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Plowman, Sarah

**Contact:**  
**Phone:**  
**Email:** sarah.plowman@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 2  
**Bid Date:** 06/05/2018 11:52:58 EDT  
**Total Bid Amount:** 1,058,200.00

### General Questions

Unless specifically indicated otherwise, these definitions shall apply and control in CBC 4-7.

Applicant means any current or prospective employee, licensee, or volunteer and includes all persons included in 803 CMR 2.03.

Awarding authority means any department, agency, or office of the City of Boston that purchases goods and/or services from a vendor.

CHSB means the Criminal History Systems Board defined in MGL c6 and 803CMR 2.00.

City means the City of Boston or department, agency, or office thereof.

Otherwise qualified means any applicant that meets all other criteria for a position or consideration for a position.

Vendor means any vendor, contractor, or supplier of goods and/or services to the City of Boston.

4-7.3 CORI-Related Standards of the City of Boston.

The City of Boston will do business only with vendors that have adopted and employ CORI-related policies, practices, and standards that are consistent with City standards.

The City of Boston employs CORI-related policies and practices that are fair to all persons involved and seeks to do business with vendors that have substantially similar policies and practices. The awarding authority shall review all vendors' CORI policies for consistency with City standards. The awarding authority shall consider all vendors' CORI standards as part of the criteria to be evaluated in the awarding of a contract and will consider a vendor's execution of the CORI standards to be evaluated among the performance criteria of a contract. The awarding authority shall consider any vendor's deviation from the CORI standards as grounds for rejection, rescission, revocation, or any other termination of the contract.

The CORI-related policies and practices of the City include, but are not limited to:

- The City does not conduct a CORI check on an applicant unless a CORI check is required by law or the City has made a good faith determination that the relevant position is of such sensitivity that a CORI report is warranted.
- The City reviews the qualifications of an applicant and determines that an applicant is otherwise qualified for the relevant position before the City conducts a CORI check. The City does not conduct a CORI check for an applicant that is not otherwise qualified for a relevant position.
- If the City has been authorized by the CHSB to receive CORI reports consisting solely of conviction and case-pending information and the CORI report received by the City contains other information (i.e. cases disposed favorably for the applicant such as not guilty, dismissal) then the City informs the applicant and provides the applicant with a copy of CHSB's information for the applicant to pursue correction.
- When the City receives a proper CORI report of an applicant that contains only the CORI information that the City is authorized to receive and the City is inclined to refuse, rescind, or revoke the offer of a position to an applicant then the City fully complies with 803 CMR 6.11 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 City, informing the applicant of the specific parts of the CORI report that concern the City, providing an opportunity for the applicant to discuss the CORI report with the City 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 6.11.
- The City makes final employment-related decisions based on all of the information available to the City, including the seriousness of the crime(s), the relevance of the crime(s), the number of 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 City is adverse to the applicant and results in the refusal, rescission, or revocation of a position with the City then the City promptly notifies the applicant of the decision and the specific reason(s) therefor.

4-7.4 Waiver.

Under exigent circumstances, an awarding authority, by its highest ranking member, may grant a waiver of CBC 4-7.3 on a contract-by-contract basis and shall submit a written record of the waiver to the Office of Civil Rights and to the Boston City Council's Staff Director who shall provide a copy to each and every City Councillor. The written record shall include, but not be limited to, (a) a summary of the terms of the contract, (b) the details of the vendor's failure or refusal to conform with the City's CORI-related standards, and (c) a brief analysis of the exigency causing the grant of waiver.

No waiver may be considered perfected unless the awarding authority fully complies with the provisions of this sub-section.

4-7.5 Data Collection and Report.

Any awarding authority, vendor, applicant, or other interested party may contact the Office of Civil Rights to report any problems, concerns, or suggestions regarding the implementation, compliance, and impacts of these sections, and the Office of Civil Rights shall log every comment received with a summary



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00005292	Sell	RFx	10
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
PSnet 3 - PSnet Development & Management			
<b>Start Time</b>		<b>Finish Time</b>	
04/09/2018 12:00:00 EDT		04/30/2018 12:00:00 EDT	

**Bidder:** Lan-Tel Communications Inc.  
1400 Providence Highway, Building 3, Suite 3100  
Norwood MA 02062  
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United States  
Plowman, Sarah

**Contact:**  
**Phone:**  
**Email:** sarah.plowman@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 2  
**Bid Date:** 06/05/2018 11:52:58 EDT  
**Total Bid Amount:** 1,058,200.00

### General Questions

of the comment and shall keep on file any written comments. Subsequent to logging any comment, the Office of Civil Rights may refer a complaint to the CHSB and shall notify the relevant awarding authority. The Office of Civil Rights shall prepare a written report including, but not limited to, a summary of the granted waivers, a summary of any feedback regarding CORI-related policies and/or practices, and any other information or analysis deemed noteworthy by the Director of the Office of Civil Rights. The Office of Civil Rights shall file the report with the Boston City Council via the Boston City Clerk every six (6) months from the implementation date of these sections.

#### 4-7.6 Applicability.

If any provision of these sections imposes greater restrictions or obligations than those imposed by any other general law, special law, regulation, rule, ordinance, order, or policy then the provisions of these sections shall control.

#### 4-7.7 Regulatory Authority.

The Office of Civil Rights shall have the authority to promulgate rules and regulations necessary to implement and enforce these sections and may promulgate a form of the affidavit.

#### 4-7.8 Severability.

If any provision of these sections shall be held to be invalid by a court of competent jurisdiction, then such provision shall be considered separately and apart from the remaining provisions, which shall remain in full force and effect.

#### 4-7.9 Implementation.

The provisions of these sections shall be effective on July 1, 2006.

## 6. EXCLUDED OR DEBARRED PARTIES CERTIFICATION

The City of Boston will not enter into a business relationship with persons or entities currently debarred or suspended from procurement by the federal or state government or the City of Boston.

I certify that the person(s) or entity(ies) responding to this procurement are not debarred, suspended, proposed for debarment, or otherwise declared ineligible from doing business with the federal or state government or the City of Boston, and that such person(s) or entity(ies) are not listed as debarred or excluded parties under the federal government's System for Award Management ([www.sam.gov](http://www.sam.gov)) or the Commonwealth of Massachusetts' Debarment lists (<http://www.mass.gov/anf/budget-taxes-and-procurement/procurement-info-and-res/conduct-a-procurement/procurement-considerations/vendor-debarment.html>).

Required: Yes Mandatory ResponseNo

Y

## 7. Legal Form of Business Entity. The bidder/offeror/contractor responding to this Event is a/an:

- Options:
- Individual
  - Partnership
  - Limited Liability Partnership (LLP)
  - Corporation
  - Limited Liability Company (LLC)
  - Joint Venture
  - Trust
  - Other

Required: Yes Mandatory Response: No

### Select One

X



# Event Details (cont.)

## City of Boston Procurement

Event ID	Format	Type	Page
BOSTN-EV00005292	Sell	RFx	11
Event Round	Version		
1	1		
Event Name			
PSnet 3 - PSnet Development & Management			
Start Time		Finish Time	
04/09/2018 12:00:00 EDT		04/30/2018 12:00:00 EDT	

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Plowman, Sarah

**Contact:**  
**Phone:**  
**Email:** sarah.plowman@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 2  
**Bid Date:** 06/05/2018 11:52:58 EDT  
**Total Bid Amount:** 1,058,200.00

**General Questions**

8. If responding electronically through the Supplier Portal, please upload your NON-PRICE Technical Proposal document here using the 'Enter File Attachment Response' hyperlink. Ensure that no pricing information is included in this file.

Vendors who submit paper-based responses should submit the NON-PRICE Proposal in a separate sealed envelope.

Failure to separate pricing information from technical proposal will result in rejection of the proposal.

Note: File uploads are limited to a 59-character file name length.

Required: Yes Mandatory Response No

**A file attachment is required to satisfy this question.  
Your bid will need to be edited online to include attachment responses.**

**9. The Price Proposal must be submitted separately from the Technical Proposal according to statute. This is critically important. The evaluation team will complete its evaluation of the Technical Proposals prior to reviewing the Price Proposals.**

**Attachments containing price information, including the PRICE PROPOSAL, should only be attached to price Line 1 and not in the Event Header attachments section. By uploading your file to price Line 1, the information will remain sealed and separated from the technical proposals until that evaluation has been performed.**

**In the section labeled "Step 2: Enter Line Bid Responses", please enter the total bid amount under Line 1 and click the icon on the far right of the screen labeled "View/Add Question Comments and Attachments." There you will find the proper location to upload your PRICE PROPOSAL document.**

10. The City of Boston offers its Vendors the ability to receive and sign contract documents electronically through the Supplier Portal. The contract becomes available to you and can be returned to the City of Boston through the use of your personal computer, eliminating travel to City offices or a shipping process. The only software needed to perform this function is the free downloadable Adobe Reader application.

If this bid results in a contract awarded to your company, would you like to sign the contract by applying an electronic signature through the Supplier Portal?

Options: Yes, I prefer electronic signatures  
No, printed contract documents please  
Not sure. I want more information about the process

Required: Yes Mandatory Response: No

**Select One**

X



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00005292	Sell	RFx	12
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
PSnet 3 - PSnet Development & Management			
<b>Start Time</b>		<b>Finish Time</b>	
04/09/2018 12:00:00 EDT		04/30/2018 12:00:00 EDT	

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

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# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00005292	Sell	RFx	13
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
PSnet 3 - PSnet Development & Management			
<b>Start Time</b>		<b>Finish Time</b>	
04/09/2018 12:00:00 EDT		04/30/2018 12:00:00 EDT	

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**Bid Number:** 2  
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**Total Bid Amount:** 1,058,200.00

### Line Details

<b>Line:</b> 1	<b>Item ID:</b>	<b>Line Qty:</b> 1.00	<b>UOM:</b> Each	<b>No Bid:</b> <input type="checkbox"/> N
<b>Required:</b> No	<b>Reserve Price:</b> No			<b>Bid Qty:</b> <input type="text" value="1"/>
<b>Description:</b> Technical support services to the MBHSR for the management and maintenance of the region's public safety network, PSnet from July 1, 2018 - June 30, 2019				<b>Min/Max Qty:</b> No min / No max

Question	Response
1. What is your bid price for this line?	1058200
Required: Yes Mandatory Response: No	



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00005292	Sell	RFx	14
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
PSnet 3 - PSnet Development & Management			
<b>Start Time</b>		<b>Finish Time</b>	
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**Bid Date:** 06/05/2018 11:52:58 EDT  
**Total Bid Amount:** 1,058,200.00

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

**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States  
Plowman, Sarah

**Contact:**  
**Phone:**  
**Email:** sarah.plowman@boston.gov

## Bidder Information

<b>Firm Name:</b>			
<b>Name:</b>		<b>Signature:</b>	
<b>Phone #:</b>		<b>Date:</b>	
<b>Street Address:</b>		<b>Fax #:</b>	
<b>City &amp; State:</b>		<b>Zip Code:</b>	
<b>Email:</b>		<b>Tax Identification Nbr:</b>	



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00005292	Sell	RFx	15
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
PSnet 3 - PSnet Development & Management			
<b>Start Time</b>		<b>Finish Time</b>	
04/09/2018 12:00:00 EDT		04/30/2018 12:00:00 EDT	

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

**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States  
Plowman, Sarah

**Contact:**  
**Phone:**  
**Email:** sarah.plowman@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 2  
**Bid Date:** 06/05/2018 11:52:58 EDT  
**Total Bid Amount:** 1,058,200.00

## Appendix A - Line Specifications

**Line:** 1 **Item ID:** **Line Qty:** 1 **UOM:** Each

**Description:** Technical support services to the MBHSR for the management and maintenance of the region's public safety network, PSnet from July 1, 2018 - June 30, 2019

### Item Specifications

**Manufacturer:**  
**Mfg Item ID:**  
**Item Length:** 0 **Item Height:** 0  
**Item Width:** 0 **Dimension UOM:**  
**Item Volume:** 0 **Volume UOM:**  
**Item Weight:** 0 **Weight UOM:**  
**Item Size:** **Item Color:**

### Shipping Information

**Schedule:** 1 **Ship To:** Mayor's Office of Emergency Pr  
**Quantity:** 1 Mayor's Office of Emergency Preparedness-Homeland Secur  
**Due Date:** 05/05/2018 Boston City Hall -Room 204  
**Freight Terms:** One City Hall Plaza  
**Ship Via:** Federal Express Boston MA 02201  
United States



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00005292	Sell	RFx	16
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
PSnet 3 - PSnet Development & Management			
<b>Start Time</b>		<b>Finish Time</b>	
04/09/2018 12:00:00 EDT		04/30/2018 12:00:00 EDT	

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

**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States  
Plowman, Sarah

**Contact:**  
**Phone:**  
**Email:** sarah.plowman@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No  
**Bid Number:** 2  
**Bid Date:** 06/05/2018 11:52:58 EDT  
**Total Bid Amount:** 1,058,200.00

## Appendix B - Bid Responses

### General Questions

Question	Response
----------	----------

Please review the below instructions for responding to this bid.

#### IF RESPONDING ONLINE THROUGH THE SUPPLIER PORTAL:

Please answer the questions asked in this bid event, including any file attachment uploads. Certain questions will require an answer in order to submit your response, while other questions are optional when they pertain to your company. Some questions require a specific answer which will be identified to you. You will be warned of disqualification if you answer with an unacceptable answer prior to submission.

Provide a price quote for all requested line items. In some cases, you may indicate that you are declining to bid on a certain line item by clicking the 'No Bid' checkbox.

After answering the questions and listing your price quotes, you may click the "Validate Entries" button to perform a check to determine if you've responded to all required elements of the bid response. When all required fields are complete and you are ready to submit your bid response to The City of Boston click the "Submit Bid" button. When you click "Submit Bid" it may take a moment for the system to process your bid response. Once it is successfully processed, you will receive a Bid Confirmation message confirming that your bid was submitted. You will also receive an e-mail confirming your bid submission. If you do not receive a Bid Confirmation screen and email, please review your bid and be sure you press the Submit Bid button. If you go back to make any edits to your bid, note that the "Save For Later" button will remove your bid from Submitted status so be sure to press the "Submit Bid" button after the edits are complete. Your bid will not be considered until it is officially submitted.

#### IF RESPONDING THROUGH A HARD-COPY PAPER PACKAGE:

Please answer all questions asked in this bid event, including inserting any requested file attachments. Certain questions require an answer in order to be considered a valid response.

Be sure to answer every question that is labeled with the phrase "RESPONSE REQUIRED: YES". Some questions may require a specific answer which will be identified to you. Those questions will be labeled as "MANDATORY RESPONSE REQUIRED: YES". Bid submissions must include the mandatory response to be eligible for award.

Provide a price quote for all requested line items. In some cases, you may indicate that you are declining to bid on a certain line item by clicking the 'No Bid' checkbox.

#### BID EVENT AND CONTRACT TERMS AND CONDITIONS

I confirm that I have read, fully understand, and agree to comply with all terms and conditions that are associated with this bid event and the eventual contract.

If responding electronically through the Supplier Portal, please click the "View Associated Terms" to access the Standard Contract General Conditions.

For vendors who submit paper-based responses, the Standard Contract General Conditions will be listed below.

I Agree



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00005292	Sell	RFx	17
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
PSnet 3 - PSnet Development & Management			
<b>Start Time</b>		<b>Finish Time</b>	
04/09/2018 12:00:00 EDT		04/30/2018 12:00:00 EDT	

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

**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States  
Plowman, Sarah

**Contact:**  
**Phone:**  
**Email:** sarah.plowman@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 2  
**Bid Date:** 06/05/2018 11:52:58 EDT  
**Total Bid Amount:** 1,058,200.00

Question	Response
----------	----------

### BID SUBMISSION TERMS AND CONDITIONS

Before submitting any bids, the bidders shall fully inform themselves in regard to all conditions pertaining to the solicitation and all required terms and conditions for carrying out the contract. By filing a bid, the bidders do thereby represent that they have so informed themselves. This solicitation hereby expressly incorporates by reference any and all documents referred to therein, including without limitation the Advertisement, the Purchase Description and Specifications, the Evaluation Criteria, the City of Boston Standard Contract General Conditions, all other contractual terms and conditions applicable to the solicitation, and any addenda to the solicitation.

By submitting this response, the bidder certifies, under the pains and penalties of perjury, that it has submitted a response to this solicitation that is the bidder's offer to this solicitation. The City of Boston's Standard Contract General Conditions and all additional terms and conditions included in the solicitation and any addenda thereto shall be deemed accepted by the bidder and included as part of the final contract. The submitter attests that s/he is an agent of the bidder with authority to submit this bid on the bidder's behalf, and that s/he has read and assented to all of the solicitation terms.

The bidder 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.

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

Bidders are solely responsible for obtaining all information distributed for this solicitation and it is each bidder's responsibility to check for any addenda or modifications to this solicitation. The City of Boston accepts no responsibility and will provide no accommodation to bidders who submit a response based on an out-of-date solicitation or on information received from a source other than the City of Boston. It is the bidder's responsibility to keep the bidder's contact information current.

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

Online bidders must, if notified of contract award and if requested by the City of Boston, submit any contract documents, or any documents submitted or included as part of the solicitation, on paper with original ink signatures unless otherwise specified, within ten (10) calendar days of such a request.

**\*\*Approved as to form by Corporation Counsel June 2012\*\***

Do you agree to these bid submission terms and conditions?

[I Agree](#)

I certify 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.

Electronic responders on the Supplier Portal: Please type your name in the Response location below to certify.

Paper-based responders: Please sign your name in the Response box provided.

[Yes. Joseph H. Bodio](#)



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00005292	Sell	RFx	18
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
PSnet 3 - PSnet Development & Management			
<b>Start Time</b>		<b>Finish Time</b>	
04/09/2018 12:00:00 EDT		04/30/2018 12:00:00 EDT	

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

**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States  
Plowman, Sarah

**Contact:**  
**Phone:**  
**Email:** sarah.plowman@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 2  
**Bid Date:** 06/05/2018 11:52:58 EDT  
**Total Bid Amount:** 1,058,200.00

Question	Response
----------	----------

CITY OF BOSTON'S CORI POLICY COMPLIANCE

The City of Boston is subject to City of Boston Code, Chapter 4, section 7 (click the View Associated Terms link below to view), 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 persons with criminal backgrounds through the Criminal Offender Record Information (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.

Instructions for Responding to the CORI Compliance Bid Factor:  
A vendor should not select option 1 unless it performs NO CORI checks on any applicant.  
A vendor that selects option 2 certifies, under penalties of perjury, that its CORI policy is consistent with the standards set by the City of Boston (click the View Associated Terms link below to view). A vendor with a CORI policy that does not conform to the City of Boston standards must select option 3. Vendors that select option 3 will not be permitted to enter into contracts with the City of Boston, absent a waiver, as provided in City of Boston Code, Chapter 4, section 7.4.

All vendors must select one of the 3 options below as to its use of CORI checks, under penalties of perjury:

CORI checks are consistent with C

### EXCLUDED OR DEBARRED PARTIES CERTIFICATION

The City of Boston will not enter into a business relationship with persons or entities currently debarred or suspended from procurement by the federal or state government or the City of Boston.

I certify that the person(s) or entity(ies) responding to this procurement are not debarred, suspended, proposed for debarment, or otherwise declared ineligible from doing business with the federal or state government or the City of Boston, and that such person(s) or entity(ies) are not listed as debarred or excluded parties under the federal government's System for Award Management (www.sam.gov) or the Commonwealth of Massachusetts' Debarment lists (<http://www.mass.gov/anf/budget-taxes-and-procurement/procurement-info-and-res/conduct-a-procurement/procurement-considerations/vendor-debarment.html>).

Y

Legal Form of Business Entity. The bidder/offeror/contractor responding to this Event is a/an:

Corporation

If responding electronically through the Supplier Portal, please upload your NON-PRICE Technical Proposal document here using the 'Enter File Attachment Response' hyperlink. Ensure that no pricing information is included in this file.

Vendors who submit paper-based responses should submit the NON-PRICE Proposal in a separate sealed envelope.

Failure to separate pricing information from technical proposal will result in rejection of the proposal.

Note: File uploads are limited to a 59-character file name length.

Corporation

**The Price Proposal must be submitted separately from the Technical Proposal according to statute. This is critically important. The evaluation team will complete its evaluation of the Technical Proposals prior to reviewing the Price Proposals.**

**Attachments containing price information, including the PRICE PROPOSAL, should only be attached to price Line 1 and not in the Event Header attachments section. By uploading your file to price Line 1, the information will remain sealed and separated from the technical proposals until that evaluation has been performed.**

**In the section labeled "Step 2: Enter Line Bid Responses", please enter the total bid amount under Line 1 and click the icon on the far right of the screen labeled "View/Add Question Comments and Attachments." There you will find the proper location to upload your PRICE PROPOSAL document.**



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00005292	Sell	RFx	19
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
PSnet 3 - PSnet Development & Management			
<b>Start Time</b>		<b>Finish Time</b>	
04/09/2018 12:00:00 EDT		04/30/2018 12:00:00 EDT	

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

**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States  
Plowman, Sarah

**Contact:**  
**Phone:**  
**Email:** sarah.plowman@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 2  
**Bid Date:** 06/05/2018 11:52:58 EDT  
**Total Bid Amount:** 1,058,200.00

<b>Question</b>	<b>Response</b>
-----------------	-----------------

The City of Boston offers its Vendors the ability to receive and sign contract documents electronically through the Supplier Portal. The contract becomes available to you and can be returned to the City of Boston through the use of your personal computer, eliminating travel to City offices or a shipping process. The only software needed to perform this function is the free downloadable Adobe Reader application.

If this bid results in a contract awarded to your company, would you like to sign the contract by applying an electronic signature through the Supplier Portal?

Yes, I prefer electronic signatures

## Line Items

<b>Line:</b> 1	<b>Item ID:</b>	<b>Line Qty:</b> 1	<b>UOM:</b> Each	<b>Bid Qty:</b> <input type="text" value="1"/>
----------------	-----------------	--------------------	------------------	--

**Total Line Bid Amount:** 1058200

**Description:** Technical support services to the MBHSR for the management and maintenance of the region's public safety network, PSnet from July 1, 2018 - June 30, 2019

<b>Question</b>	<b>Response</b>
-----------------	-----------------

What is your bid price for this line?

1058200



MAYOR'S OFFICE OF  
**EMERGENCY  
MANAGEMENT**

MARTIN J. WALSH  
MAYOR

**METRO-BOSTON HOMELAND  
SECURITY REGION  
PSnet Development and Management  
RFP # PSnet 3  
Addendum 1 – Questions and Answers**



1. Is a 10-day extension to the due date possible?

**ANSWER: No, there will be no extensions granted at this time.**

**City of Boston**

**Determination & Request for Delegation of CPO Authority to use RFP Process**

(Type or print legibly)

- 1.  Original (new)                       Amendment (update)                       Revocation

2. Pursuant to the provisions of M.G.L. c. 30B, § 19, I EMME HANDY (print name) am the CPO for the **City of Boston** and hereby delegate the procurement powers and duties set forth below to:

**Job Title/Position:** Director

**Department:** Mayor's Office of Emergency Management

**Current Employee:** Rene Fielding

**Employee Email:** rene.fielding@boston.gov

3. I hereby delegate the following M.G.L. c. 30B powers and duties to the procurements specified herein:

- Solicit     Open Price Proposals                       Evaluate
- Award     Exercise options                               Maintain records
- Approve all RFP documents prior to advertisement                       All of the above

4. This delegation pertains to following RFP procurement for goods/services [M.G.L. c. 30B, § 6]:

PSnet Development and Management

5. The selection of the most advantageous offer requires comparative judgments of factors, in addition to price, for the following reasons:

Specialized nature of work performed

6. Estimated not to exceed amount: \$1,000,000

7. The CPO Delegation is specific to the Job Title/Position and remains in effect until:

- 12 months from the date of the delegation (default if not checked)
- 18 months from the date of the delegation
- Expiration date (if applicable) \_\_\_\_\_ (Expiration date)

8. This delegation is conditioned upon compliance with M.G.L. c. 30B, all applicable statutes, rules, regulations, charters, ordinances or bylaws, and subject to the following **additional requirements**:

- Final approval of award by *Chief Procurement Officer*
- Approval of all documents by *Chief Procurement Officer* prior to issuance
- Designation as a Massachusetts Certified Public Purchasing Official (MCPPO)
- Designation as an MCPPO for Supplies and Services
- Designation as an MCPPO for Design and Construction
- Other Designation/Certification (**specify in attachment**)
- Completion of the following MCPPO course(s):
  - Public Contracting Overview
  - Design & Construction Contracting
  - Supplies and Services Contracting
  - Other \_\_\_\_\_
- Other requirements (**specify in an attachment**)

9. I certify, under pains and penalties of perjury, that the above information is true:

Name (Dept. Head): Rene Fielding Date: 3/21/2018

Dept. Head Title: Director

Dept. Head Ph. # 617-635-1400 Dept. Head Email rene.fielding@boston.gov

Awarding Authority Signature: *Rene Fielding*

Dept. Head has MCPPO Certification:  Yes  No

Name (CPO): EMME HANDY Date: 3/26

CPO Title: CHIEF OF ADMINISTRATION AND FINANCE

CPO Ph. # 617-635-4479 CPO Email EMME.HANDY@BOSTON.GOV

CPO Signature: *[Signature]*

CPO has MCPPO Certification:  Yes  No

10. Send a copy of this form to:  
Office of the Inspector General;  
Attention: CPO Delegation;  
One Ashburton Place, Room 1311; Boston, MA 02108-1518

**No delegation, amendment or revocation shall take effect until a copy of the form is received by the Office of the Inspector General.**

**REGISTER OF PROPOSALS**

The following Proposals, with the exception of the Sealed Price Proposals, were opened by the Chief Procurement Officer of the City of Boston or the Chief Procurement Officer Designee on

April 30, 2018

List Name of Each Offeror:

Future Technologies Group, LLC., 2 Batterymarch Park, Quincy MA

LAN-TEL Communications, Inc., 1400 Providence Highway, Suite 3100, Norwood MA

List Number of Modifications Received, If Any:

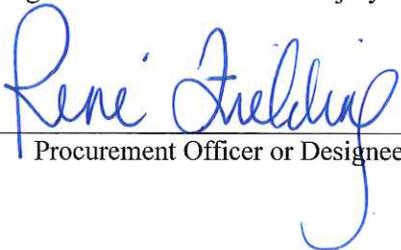
N/A

This list is a complete and accurate list of proposals opened in the presence of the below named witness:

WITNESS:

  
\_\_\_\_\_

Signed Under Penalties of Perjury:

  
\_\_\_\_\_  
Procurement Officer or Designee

**THIS REGISTER OF PROPOSALS IS A PUBLIC RECORD  
THIS REGISTER OF PROPOSALS MUST BE FILED WITH THE ORIGINAL CONTRACT**

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

**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

PSnet development & maintenance engineering and technical support contracted services, from the  
period of July 1, 2018 - June 30, 2019.  
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



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Search

## Goods and Services submission confirmation

**The following Goods and Services submission was successfully received.**

Planned date of publish is 4/9/2018

### Awarding Agency

Agency Name and Address: **City of Boston, Office of Emergency Management Boston City Hall 1 City Hall Plaza, Room 204 Boston MA 02201**

Bid Number:

### Contact Information

Name: **Sarah Plowman**

Title: **Regional Planner**

Phone: **617-635-1400** Fax

Email Address: **sarah.plowman@boston.gov**  
**Notify email address listed when final publish date assigned.**

Address:  
(if different from above)

### Description

**The purpose of this project is to seek a technical contractor to assist with the network engineering, planning, implementation, technical support, preventative maintenance, daily routine/corrective maintenance, restoration and/or repair, management and monitoring of PSnet, a network infrastructure of high-speed, redundant, secure fiber and microwave technology based-backbone which interconnects and serves public safety and public service jurisdictions throughout the Metro Boston Homeland Security Region (MBHSR). In addition, the contractor may provide equipment and software acquisition services on behalf of City of Boston's Office of Emergency Management (OEM) for the PSnet system. The successful vendor will be required to execute a variety of complex and extensive technical management and upgrade services to ensure the resiliency and operability of PSnet.**

### Contract Information

Estimated Rate		Duration	<b>1 Year</b>
Bid Release Date	<b>4/9/2018</b>	Release Time	<b>12:00PM</b>
Bid Deadline Date	<b>4/30/2018</b>	Deadline Time	<b>12:00PM</b>
Additional Information			

This page can be printed for your records.

[Add Another](#) [Return To Menu](#)

[Terms and Conditions](#)



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  
5/21/19 SP

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

INVOICE ID: 9919050  
DRAW ID: 30  
DATE: April 30, 2019

CONTRACT ID: 18-5901-25  
PSNET 2018 2019-AuditingDepart  
LOCATION:

SALESPERSON:  
CUSTOMER ID: COBOSAU  
PO #: 0000692486  
Terms: Net 0

WORK PERFORMED FOR BI-WEEKLY PERIOD MARCH 24, 2019 TO APRIL 6, 2019.

PSNET SUPPORT SERVICES FROM JULY 01, 2018 TO JUNE 30, 2019

PO # BOSTN-0000692486 CONTRACT ID 000000000000000000046136

BI-WEEKLY BILLING IN THE AMOUNT OF: \$40,700.00

ATTN: SARAH PLOWMAN

AMOUNT DUE THIS INVOICE

**\$40,700.00**

Credit Card Payments will incur fee of 3.5%

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

OK to pay  
MM 5/22/19

V16-4.1 psnet / Interop Tech Support



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 6/28/19

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

INVOICE ID: 9919263  
DRAW ID: 36  
DATE: June 28, 2019

CONTRACT ID: 18-5901-25  
PSNET 2018 2019-AuditingDepart  
LOCATION:

SALESPERSON:  
CUSTOMER ID: COBOSAU  
PO #: 0000692486  
Terms: Net 0

WORK PERFORMED FOR BI-WEEKLY PERIOD JUNE 02, 2019 TO JUNE 15, 2019.

PSNET SUPPORT SERVICES FROM JULY 01, 2018 TO JUNE 30, 2019

PO # BOSTN-0000692486 CONTRACT ID 0000000000000000000046136

BI-WEEKLY BILLING IN THE AMOUNT OF: \$40,700.00

ATTN: SARAH PLOWMAN

AMOUNT DUE THIS INVOICE

\$40,700.00

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  
MU 6/28/19

116-4.1 PSnet



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

6/28/19 SP

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

INVOICE ID: 9919264  
DRAW ID: 37  
DATE: June 28.2019

CONTRACT ID: 18-5901-25  
PSNET 2018 2019-AuditingDepart  
LOCATION:

SALESPERSON:  
CUSTOMER ID: COBOSAU  
PO #: 0000692486  
Terms: Net 0

WORK PERFORMED FOR BI-WEEKLY PERIOD JUNE 16, 2019 TO JUNE 29, 2019.

PSNET SUPPORT SERVICES FROM JULY 01, 2018 TO JUNE 30, 2019

PO # BOSTN-0000692486 CONTRACT ID 0000000000000000000046136

BI-WEEKLY BILLING IN THE AMOUNT OF: \$40,700.00

ATTN: SARAH PLOWMAN

AMOUNT DUE THIS INVOICE

**\$40,700.00**

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

OK to pay  
SP 7/3/19  
OK to pay  
MM 7/3/19

U16-4.1 PSnet



# City of Boston Purchase Order

## City of Boston

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

<b>Complete</b>		
<b>Purchase Order</b> BOSTN-0000692486	<b>Date</b> 2018-07-03	<b>Revision</b> 3 -
<b>Payment Terms</b> 00	<b>Freight Terms</b> DES PPD	
<b>Buyer</b> 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: 000000000000000000046136

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	Technical engineering and support services to the MBHSR for the management and maintenance of the region's public safety network, PSnet from July 1, 2018 - June 30, 2019	1.00	EA	1058200.00	1058200.00	07/08/2018
				Attention: Sarah		
	52940-200-231100-510E-2105-2017-HLS17002	1.00				
2 - 1	Technical engineering and support services to the MBHSR for the management and maintenance of the region's public safety network, PSnet from April 1, 2019 - June 30, 2019	1.00	EA	264550.00	0.00	<b>CANCEL</b>
				Attention: Sarah		
	52940-200-231100-510E-2105-2018-HLS18002	1.00				

U16 - 4.1 PSnet/Interop Tech Support  
POC: Sarah Plowman  
sarah.plowman@boston.gov  
617-63501400  
Attach to contract # 46136  
Change Dates in description to Read July 1, 2018 - June 30, 2019 and delete line #2 entirely. inc line 1 by \$ 264,550.00 new po till \$ 1,058,200.00 SJ 07/11/18

Total PO Amount 1058200.00

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



# City of Boston Purchase Order

## City of Boston

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

<b>Complete</b>		
<b>Purchase Order</b> BOSTN-0000692486	<b>Date</b> 2018-07-03	<b>Revision</b> 3 -
<b>Payment Terms</b> 00	<b>Freight Terms</b> DES PPD	
<b>Buyer</b> 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: 000000000000000000046136

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
Official Approvals						
	I certify that all records regarding this procurement are on file				Approved as to availability of appropriation	
	Unauthorized			Unauthorized		7/9/2019
	Department Head/Purchasing Agent/BPS Business Manager				City Auditor/BPS Business Manager	
This is not a valid purchase order without the above signatures.						



# City of Boston Purchase Order

## City of Boston

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

Dispatched		
Purchase Order	Date	Revision
BOSTN-0000687471	2018-02-01	
Payment Terms	Freight Terms	
00	DES PPD	
Buyer		
Jones,Brenda		

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

**Bill To:** Auditing Department  
One City Hall  
Room M-4  
Boston MA 02201  
United States  
**Ship To:** Emergency Preparedness-Homeland Secur  
Boston City Hall -Room 204  
One City Hall Plaza  
Boston MA 02201  
United States  
**Attention:** Not Specified

Tax Exempt? Y

State Tax Exempt ID:

Contract ID: 000000000000000000045401

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	24x7 PSnet NOC services, Feb 1, 2018 - June 30, 2018	1.00	EA	23520.00	23520.00	02/06/2018
	52907-200-231100-510E-2105-2017-HLS17002	1.00				

Contract #45401  
Event #5131  
U15 - 4.1 Interop Technical Support

**Total PO Amount** 23520.00

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

Official Approvals		
I certify that all records regarding this procurement are on file	Approved as to availability of appropriation	
Michele M. Bilodeau	Sally Glora	7/26/2018
Department Head/Purchasing Agent/BPS Business Manager	City Auditor/BPS Business Manager	
This is not a valid purchase order without the above signatures.		



# Event Details

## City of Boston Procurement

Event ID	Format	Type	Page
BOSTN-EV00005131	Sell	RFx	1
Event Round	Version		
1	1		
Event Name			
PSnet_NOC_Services			
Start Time		Finish Time	
01/25/2018 17:00:00 EST		01/30/2018 17:00:00 EST	

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

**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States  
Plowman,Sarah

**Contact:**  
**Phone:**  
**Email:** sarah.plowman@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No  
**Bid Number:** 1  
**Bid Date:** 01/29/2018 12:18:53 EST  
**Total Bid Amount:** 23,520.00

## Event Description

24x7 NOC Monitoring & Notification Services for the PSnet network, from February 1, 2018 - June 30, 2018.

## General Comments

- POC: Sarah Plowman sarah.plowman@boston.gov 617-635-1400

## General Questions

1. Please review the below instructions for responding to this bid.

### IF RESPONDING ONLINE THROUGH THE SUPPLIER PORTAL:

Please answer the questions asked in this bid event, including any file attachment uploads. Certain questions will require an answer in order to submit your response, while other questions are optional when they pertain to your company. Some questions require a specific answer which will be identified to you. You will be warned of disqualification if you answer with an unacceptable answer prior to submission.

Provide a price quote for all requested line items. In some cases, you may indicate that you are declining to bid on a certain line item by clicking the 'No Bid' checkbox.

After answering the questions and listing your price quotes, you may click the "Validate Entries" button to perform a check to determine if you've responded to all required elements of the bid response. When all required fields are complete and you are ready to submit your bid response to The City of Boston click the "Submit Bid" button. When you click "Submit Bid" it may take a moment for the system to process your bid response. Once it is successfully processed, you will receive a Bid Confirmation message confirming that your bid was submitted. You will also receive an e-mail confirming your bid submission. If you do not receive a Bid Confirmation screen and email, please review your bid and be sure you press the Submit Bid button. If you go back to make any edits to your bid, note that the "Save For Later" button will remove your bid from Submitted status so be sure to press the "Submit Bid" button after the edits are complete. Your bid will not be considered until it is officially submitted.

### IF RESPONDING THROUGH A HARD-COPY PAPER PACKAGE:

Please answer all questions asked in this bid event, including inserting any requested file attachments. Certain questions require an answer in order to be considered a valid response.

Be sure to answer every question that is labeled with the phrase "RESPONSE REQUIRED: YES". Some questions may require a specific answer which will be identified to you. Those questions will be labeled as "MANDATORY RESPONSE REQUIRED: YES". Bid submissions must include the mandatory response to be eligible for award.

Provide a price quote for all requested line items. In some cases, you may indicate that you are declining to bid on a certain line item by clicking the 'No Bid' checkbox.

## 2. BID EVENT AND CONTRACT TERMS AND CONDITIONS

I confirm that I have read, fully understand, and agree to comply with all terms and conditions that are associated with this bid event and the eventual contract.

If responding electronically through the Supplier Portal, please click the "View Associated Terms" to access the Standard Contract General Conditions.

For vendors who submit paper-based responses, the Standard Contract General Conditions will be listed below.

Options:  I Agree

**Select One**



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00005131	Sell	RFx	2
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
PSnet NOC Services			
<b>Start Time</b>		<b>Finish Time</b>	
01/25/2018 17:00:00 EST		01/30/2018 17:00:00 EST	

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

**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States  
Plowman, Sarah

**Contact:**  
**Phone:**  
**Email:** sarah.plowman@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 01/29/2018 12:18:53 EST  
**Total Bid Amount:** 23,520.00

**General Questions**

I Do Not Agree

Required: Yes Mandatory Response: Yes

Associated Terms:

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



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00005131	Sell	RFx	3
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
PSnet NOC Services			
<b>Start Time</b>		<b>Finish Time</b>	
01/25/2018 17:00:00 EST		01/30/2018 17:00:00 EST	

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

**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States  
Plowman, Sarah

**Contact:**  
**Phone:**  
**Email:** sarah.plowman@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 01/29/2018 12:18:53 EST  
**Total Bid Amount:** 23,520.00

### General Questions

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 furnish 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.



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00005131	Sell	RFx	4
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
PSnet NOC Services			
<b>Start Time</b>		<b>Finish Time</b>	
01/25/2018 17:00:00 EST		01/30/2018 17:00:00 EST	

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

**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States  
Plowman, Sarah

**Contact:**  
**Phone:**  
**Email:** sarah.plowman@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 01/29/2018 12:18:53 EST  
**Total Bid Amount:** 23,520.00

### General Questions

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



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00005131	Sell	RFx	5
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
PSnet NOC Services			
<b>Start Time</b>		<b>Finish Time</b>	
01/25/2018 17:00:00 EST		01/30/2018 17:00:00 EST	

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

**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States  
Plowman, Sarah

**Contact:**  
**Phone:**  
**Email:** sarah.plowman@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 01/29/2018 12:18:53 EST  
**Total Bid Amount:** 23,520.00

### General Questions

omissions of the Contractor, its agents, or employees.

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

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

11.9 The Contractor certifies that neither it nor any of its subcontractors have been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c.149, c.151, or the Fair Labor Standards Act within three (3) years prior to the date of the Contract; or certifies that it has provided copies of any and all of the above to the Official prior to the date of the Contract and any required wage bond or insurance; and certifies that while the Contract is in effect, it will report any instance of the above to the Official within five (5) days of the 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, the Contractor shall comply with the Massachusetts Prevailing Wage Law for public works projects, M.G.L. c.149, s.26-27H, which establishes minimum wage rates for workers on such projects. The Contractor shall comply and shall cause its subcontractors to comply with M.G.L. c.149, s.27B, which requires that a true and accurate record be kept of all persons employed on a project for which the prevailing wage rates are required. The Contractor shall, and shall cause its subcontractors to, submit weekly copies of their weekly payroll records to the City, to the extent the Prevailing Wage Law is applicable.

### ARTICLE 12 -- AVAILABLE APPROPRIATION:

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

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

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

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

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

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

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

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



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00005131	Sell	RFx	6
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
PSnet NOC Services			
<b>Start Time</b>		<b>Finish Time</b>	
01/25/2018 17:00:00 EST		01/30/2018 17:00:00 EST	

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

**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States  
Plowman, Sarah

**Contact:**  
**Phone:**  
**Email:** sarah.plowman@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 01/29/2018 12:18:53 EST  
**Total Bid Amount:** 23,520.00

### General Questions

#### 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.

### 3. BID SUBMISSION TERMS AND CONDITIONS

Before submitting any bids, the bidders shall fully inform themselves in regard to all conditions pertaining to the solicitation and all required terms and conditions for carrying out the contract. By filing a bid, the bidders do thereby represent that they have so informed themselves. This solicitation hereby expressly incorporates by reference any and all documents referred to therein, including without limitation the Advertisement, the Purchase Description and Specifications, the Evaluation Criteria, the City of Boston Standard Contract General Conditions, all other contractual terms and conditions applicable to the solicitation, and any addenda to the solicitation.

By submitting this response, the bidder certifies, under the pains and penalties of perjury, that it has submitted a response to this solicitation that is the bidder's offer to this solicitation. The City of Boston's Standard Contract General Conditions and all additional terms and conditions included in the solicitation and any addenda thereto shall be deemed accepted by the bidder and included as part of the final contract. The submitter attests that s/he is an agent of the bidder with authority to submit this bid on the bidder's behalf, and that s/he has read and assented to all of the solicitation terms.

The bidder 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.

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

Bidders are solely responsible for obtaining all information distributed for this solicitation and it is each bidder's responsibility to check for any addenda or modifications to this solicitation. The City of Boston accepts no responsibility and will provide no accommodation to bidders who submit a response based



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00005131	Sell	RFx	7
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
PSnet_NOC_Services			
<b>Start Time</b>		<b>Finish Time</b>	
01/25/2018 17:00:00 EST		01/30/2018 17:00:00 EST	

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

**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States  
Plowman, Sarah

**Contact:**  
**Phone:**  
**Email:** sarah.plowman@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 01/29/2018 12:18:53 EST  
**Total Bid Amount:** 23,520.00

### General Questions

on an out-of-date solicitation or on information received from a source other than the City of Boston. It is the bidder's responsibility to keep the bidder's contact information current.

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

Online bidders must, if notified of contract award and if requested by the City of Boston, submit any contract documents, or any documents submitted or included as part of the solicitation, on paper with original ink signatures unless otherwise specified, within ten (10) calendar days of such a request.

\*\*Approved as to form by Corporation Counsel June 2012\*\*

Do you agree to these bid submission terms and conditions?

Options: I Agree  
I Do Not Agree

Required: Yes Mandatory Response: Yes

Select One

X

4. I certify 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.

Electronic responders on the Supplier Portal: Please type your name in the Response location below to certify.

Paper-based responders: Please sign your name in the Response box provided.

Required: Yes Mandatory Response: No

### Response

Kate Waldron

### 5. CITY OF BOSTON'S CORI POLICY COMPLIANCE

The City of Boston is subject to City of Boston Code, Chapter 4, section 7 (click the View Associated Terms link below to view), 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 persons with criminal backgrounds through the Criminal Offender Record Information (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.

Instructions for Responding to the CORI Compliance Bid Factor:

A vendor should not select option 1 unless it performs NO CORI checks on any applicant.  
A vendor that selects option 2 certifies, under penalties of perjury, that its CORI policy is consistent with the standards set by the City of Boston (click the View Associated Terms link below to view). A vendor with a CORI policy that does not conform to the City of Boston standards must select option 3. Vendors that select option 3 will not be permitted to enter into contracts with the City of Boston, absent a waiver, as provided in City of Boston Code, Chapter 4, section 7.4.

All vendors must select one of the 3 options below as to its use of CORI checks, under penalties of



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00005131	Sell	RFx	8
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
PSnet NOC Services			
<b>Start Time</b>		<b>Finish Time</b>	
01/25/2018 17:00:00 EST		01/30/2018 17:00:00 EST	

**Bidder:** Lan-Tel Communications Inc.  
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United States

**Submit To:** City of Boston  
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One City Hall  
Room 808  
Boston MA 02201  
United States  
Plowman, Sarah

**Contact:**  
**Phone:**  
**Email:** sarah.plowman@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 01/29/2018 12:18:53 EST  
**Total Bid Amount:** 23,520.00

### General Questions

perjury:  
Options: CORI checks are not performed on any applicants.  
CORI checks are consistent with City of Boston standards.  
CORI checks are not consistent with City of Boston standards  
Required: Yes Mandatory Response: No

Select One

X

### Associated Terms:

#### CITY OF BOSTON CORI POLICY

By selecting option 2 of the CORI bid factor question, Vendor affirms that its CORI related policies, practices, and standards are consistent with the following City of Boston standards:

- 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.
- 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.
- 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.
- 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.
- 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 and federal laws regarding CORI.

APPROVED AS TO FORM BY CORPORATION COUNSEL JUNE 2014

City of Boston CORI Ordinance  
4-7 CORI SCREENING BY VENDORS OF THE CITY OF BOSTON.

4-7.1 Purpose.

These sections are intended to ensure that the persons and businesses supplying goods and/or services to the City of Boston deploy fair policies relating to the screening and identification of persons with criminal backgrounds through the CORI system.

4-7.2 Definitions.

Unless specifically indicated otherwise, these definitions shall apply and control in CBC 4-7.



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00005131	Sell	RFx	9
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
PSnet NOC Services			
<b>Start Time</b>		<b>Finish Time</b>	
01/25/2018 17:00:00 EST		01/30/2018 17:00:00 EST	

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United States

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One City Hall  
Room 808  
Boston MA 02201  
United States  
Plowman, Sarah

**Contact:**  
**Phone:**  
**Email:** sarah.plowman@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 01/29/2018 12:18:53 EST  
**Total Bid Amount:** 23,520.00

### General Questions

Applicant means any current or prospective employee, licensee, or volunteer and includes all persons included in 803 CMR 2.03.

Awarding authority means any department, agency, or office of the City of Boston that purchases goods and/or services from a vendor.

CHSB means the Criminal History Systems Board defined in MGL c6 and 803CMR 2.00.

City means the City of Boston or department, agency, or office thereof.

Otherwise qualified means any applicant that meets all other criteria for a position or consideration for a position.

Vendor means any vendor, contractor, or supplier of goods and/or services to the City of Boston.

#### 4-7.3 CORI-Related Standards of the City of Boston.

The City of Boston will do business only with vendors that have adopted and employ CORI-related policies, practices, and standards that are consistent with City standards.

The City of Boston employs CORI-related policies and practices that are fair to all persons involved and seeks to do business with vendors that have substantially similar policies and practices. The awarding authority shall review all vendors' CORI policies for consistency with City standards. The awarding authority shall consider all vendors' CORI standards as part of the criteria to be evaluated in the awarding of a contract and will consider a vendor's execution of the CORI standards to be evaluated among the performance criteria of a contract. The awarding authority shall consider any vendor's deviation from the CORI standards as grounds for rejection, rescission, revocation, or any other termination of the contract.

The CORI-related policies and practices of the City include, but are not limited to:

a. The City does not conduct a CORI check on an applicant unless a CORI check is required by law or the City has made a good faith determination that the relevant position is of such sensitivity that a CORI report is warranted.

b. The City reviews the qualifications of an applicant and determines that an applicant is otherwise qualified for the relevant position before the City conducts a CORI check. The City does not conduct a CORI check for an applicant that is not otherwise qualified for a relevant position.

c. If the City has been authorized by the CHSB to receive CORI reports consisting solely of conviction and case-pending information and the CORI report received by the City contains other information (i.e. cases disposed favorably for the applicant such as not guilty, dismissal) then the City informs the applicant and provides the applicant with a copy of CHSB's information for the applicant to pursue correction.

d. When the City receives a proper CORI report of an applicant that contains only the CORI information that the City is authorized to receive and the City is inclined to refuse, rescind, or revoke the offer of a position to an applicant then the City fully complies with 803 CMR 6.11 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 City, informing the applicant of the specific parts of the CORI report that concern the City, providing an opportunity for the applicant to discuss the CORI report with the City 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 6.11.

e. The City makes final employment-related decisions based on all of the information available to the City, including the seriousness of the crime(s), the relevance of the crime(s), the number of 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 City is adverse to the applicant and results in the refusal, rescission, or revocation of a position with the City then the City promptly notifies the applicant of the decision and the specific reason(s) therefor.

#### 4-7.4 Waiver.

Under exigent circumstances, an awarding authority, by its highest ranking member, may grant a waiver of CBC 4-7.3 on a contract-by-contract basis and shall submit a written record of the waiver to the Office of Civil Rights and to the Boston City Council's Staff Director who shall provide a copy to each and every City Councillor. The written record shall include, but not be limited to, (a) a summary of the terms of the contract, (b) the details of the vendor's failure or refusal to conform with the City's CORI-related standards, and (c) a brief analysis of the exigency causing the grant of waiver.

No waiver may be considered perfected unless the awarding authority fully complies with the provisions of this sub-section.

#### 4-7.5 Data Collection and Report.

Any awarding authority, vendor, applicant, or other interested party may contact the Office of Civil Rights to report any problems, concerns, or suggestions regarding the implementation, compliance, and impacts of these sections, and the Office of Civil Rights shall log every comment received with a summary of the comment and shall keep on file any written comments. Subsequent to logging any comment, the Office



# Event Details (cont.)

## City of Boston Procurement

Event ID	Format	Type	Page
BOSTN-EV00005131	Sell	RFx	10
Event Round	Version		
1	1		
Event Name			
PSnet NOC Services			
Start Time		Finish Time	
01/25/2018 17:00:00 EST		01/30/2018 17:00:00 EST	

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

**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States  
Plowman, Sarah

**Contact:**  
**Phone:**  
**Email:** sarah.plowman@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 01/29/2018 12:18:53 EST  
**Total Bid Amount:** 23,520.00

### General Questions

of Civil Rights may refer a complaint to the CHSB and shall notify the relevant awarding authority. The Office of Civil Rights shall prepare a written report including, but not limited to, a summary of the granted waivers, a summary of any feedback regarding CORI-related policies and/or practices, and any other information or analysis deemed noteworthy by the Director of the Office of Civil Rights. The Office of Civil Rights shall file the report with the Boston City Council via the Boston City Clerk every six (6) months from the implementation date of these sections.

#### 4-7.6 Applicability.

If any provision of these sections imposes greater restrictions or obligations than those imposed by any other general law, special law, regulation, rule, ordinance, order, or policy then the provisions of these sections shall control.

#### 4-7.7 Regulatory Authority.

The Office of Civil Rights shall have the authority to promulgate rules and regulations necessary to implement and enforce these sections and may promulgate a form of the affidavit.

#### 4-7.8 Severability.

If any provision of these sections shall be held to be invalid by a court of competent jurisdiction, then such provision shall be considered separately and apart from the remaining provisions, which shall remain in full force and effect.

#### 4-7.9 Implementation.

The provisions of these sections shall be effective on July 1, 2006.

## 6. EXCLUDED OR DEBARRED PARTIES CERTIFICATION

The City of Boston will not enter into a business relationship with persons or entities currently debarred or suspended from procurement by the federal or state government or the City of Boston.

I certify that the person(s) or entity(ies) responding to this procurement are not debarred, suspended, proposed for debarment, or otherwise declared ineligible from doing business with the federal or state government or the City of Boston, and that such person(s) or entity(ies) are not listed as debarred or excluded parties under the federal government's System for Award Management ([www.sam.gov](http://www.sam.gov)) or the Commonwealth of Massachusetts' Debarment lists (<http://www.mass.gov/anf/budget-taxes-and-procurement/procurement-info-and-res/conduct-a-procurement/procurement-considerations/vendor-debarment.html>).

Required: Yes Mandatory Response: No

## 7. Legal Form of Business Entity. The bidder/offeror/contractor responding to this Event is a/an:

- Options:
- Individual
  - Partnership
  - Limited Liability Partnership (LLP)
  - Corporation
  - Limited Liability Company (LLC)
  - Joint Venture
  - Trust
  - Other

Required: Yes Mandatory Response: No

### Select One

X



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00005131	Sell	RFx	11
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
PSnet NOC Services			
<b>Start Time</b>		<b>Finish Time</b>	
01/25/2018 17:00:00 EST		01/30/2018 17:00:00 EST	

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 01/29/2018 12:18:53 EST  
**Total Bid Amount:** 23,520.00

**General Questions**

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

**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States  
Plowman, Sarah

**Contact:**  
**Phone:**  
**Email:** sarah.plowman@boston.gov



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00005131	Sell	RFx	12
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
PSnet NOC Services			
<b>Start Time</b>		<b>Finish Time</b>	
01/25/2018 17:00:00 EST		01/30/2018 17:00:00 EST	

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Boston MA 02201  
United States  
Plowman, Sarah

**Contact:**  
**Phone:**  
**Email:** sarah.plowman@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 01/29/2018 12:18:53 EST  
**Total Bid Amount:** 23,520.00

## Line Details

**No Bid:**  N

**Line:** 1 **Item ID:** **UOM:** Each  
**Required:** No **Reserve Price:** No

**Description:** 24x7 PSnet NOC services, Feb 1, 2018 - June 30, 2018

Question	Response
1. What is your bid price for this line?	23520

**Required:** Yes **Mandatory Response:** No



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00005131	Sell	RFx	13
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
PSnet NOC Services			
<b>Start Time</b>		<b>Finish Time</b>	
01/25/2018 17:00:00 EST		01/30/2018 17:00:00 EST	

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 01/29/2018 12:18:53 EST  
**Total Bid Amount:** 23,520.00

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One City Hall  
Room 808  
Boston MA 02201  
United States  
Plowman, Sarah

**Contact:**  
**Phone:**  
**Email:** sarah.plowman@boston.gov

## Bidder Information

<b>Firm Name:</b>		
<b>Name:</b>	<b>Signature:</b>	<b>Date:</b>
<b>Phone #:</b>	<b>Fax #:</b>	
<b>Street Address:</b>		
<b>City &amp; State:</b>	<b>Zip Code:</b>	
<b>Email:</b>	<b>Tax Identification Nbr:</b>	



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00005131	Sell	RFx	14
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
PSnet NOC Services			
<b>Start Time</b>		<b>Finish Time</b>	
01/25/2018 17:00:00 EST		01/30/2018 17:00:00 EST	

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Room 808  
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United States  
Plowman, Sarah

**Contact:**  
**Phone:**  
**Email:** sarah.plowman@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No  
**Bid Number:** 1  
**Bid Date:** 01/29/2018 12:18:53 EST  
**Total Bid Amount:** 23,520.00

## Appendix A - Line Specifications

**Line:** 1 **Item ID:** **UOM:** Each  
**Description:** 24x7 PSnet NOC services, Feb 1, 2018 - June 30, 2018

### Item Specifications

**Manufacturer:**  
**Mfg Item ID:**  
**Item Length:** 0 **Item Height:** 0  
**Item Width:** 0 **Dimension UOM:**  
**Item Volume:** 0 **Volume UOM:**  
**Item Weight:** 0 **Weight UOM:**  
**Item Size:** **Item Color:**

### Shipping Information

**Schedule:** 1 **Ship To:** Mayor's Office of Emergency Pr  
**Quantity:** 1 Mayor's Office of Emergency Preparedness-Homeland Secur  
**Due Date:** 02/04/2018 Boston City Hall -Room 204  
**Freight Terms:** One City Hall Plaza  
**Ship Via:** Federal Express Boston MA 02201  
United States



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00005131	Sell	RFx	15
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
PSnet NOC Services			
<b>Start Time</b>		<b>Finish Time</b>	
01/25/2018 17:00:00 EST		01/30/2018 17:00:00 EST	

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**Phone:**  
**Email:** sarah.plowman@boston.gov

**Event Currency:** US Dollar  
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**Bid Date:** 01/29/2018 12:18:53 EST  
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## Appendix B - Bid Responses

### General Questions

Question	Response
----------	----------

Please review the below instructions for responding to this bid.

#### IF RESPONDING ONLINE THROUGH THE SUPPLIER PORTAL:

Please answer the questions asked in this bid event, including any file attachment uploads. Certain questions will require an answer in order to submit your response, while other questions are optional when they pertain to your company. Some questions require a specific answer which will be identified to you. You will be warned of disqualification if you answer with an unacceptable answer prior to submission.

Provide a price quote for all requested line items. In some cases, you may indicate that you are declining to bid on a certain line item by clicking the 'No Bid' checkbox.

After answering the questions and listing your price quotes, you may click the "Validate Entries" button to perform a check to determine if you've responded to all required elements of the bid response. When all required fields are complete and you are ready to submit your bid response to The City of Boston click the "Submit Bid" button. When you click "Submit Bid" it may take a moment for the system to process your bid response. Once it is successfully processed, you will receive a Bid Confirmation message confirming that your bid was submitted. You will also receive an e-mail confirming your bid submission. If you do not receive a Bid Confirmation screen and email, please review your bid and be sure you press the Submit Bid button. If you go back to make any edits to your bid, note that the "Save For Later" button will remove your bid from Submitted status so be sure to press the "Submit Bid" button after the edits are complete. Your bid will not be considered until it is officially submitted.

#### IF RESPONDING THROUGH A HARD-COPY PAPER PACKAGE:

Please answer all questions asked in this bid event, including inserting any requested file attachments. Certain questions require an answer in order to be considered a valid response.

Be sure to answer every question that is labeled with the phrase "RESPONSE REQUIRED: YES". Some questions may require a specific answer which will be identified to you. Those questions will be labeled as "MANDATORY RESPONSE REQUIRED: YES". Bid submissions must include the mandatory response to be eligible for award.

Provide a price quote for all requested line items. In some cases, you may indicate that you are declining to bid on a certain line item by clicking the 'No Bid' checkbox.

#### BID EVENT AND CONTRACT TERMS AND CONDITIONS

I confirm that I have read, fully understand, and agree to comply with all terms and conditions that are associated with this bid event and the eventual contract.

If responding electronically through the Supplier Portal, please click the "View Associated Terms" to access the Standard Contract General Conditions.

For vendors who submit paper-based responses, the Standard Contract General Conditions will be listed below.

I Agree



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00005131	Sell	RFx	16
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
PSnet NOC Services			
<b>Start Time</b>		<b>Finish Time</b>	
01/25/2018 17:00:00 EST		01/30/2018 17:00:00 EST	

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

**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States  
Plowman, Sarah

**Contact:**  
**Phone:**  
**Email:** sarah.plowman@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 01/29/2018 12:18:53 EST  
**Total Bid Amount:** 23,520.00

Question	Response
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### BID SUBMISSION TERMS AND CONDITIONS

Before submitting any bids, the bidders shall fully inform themselves in regard to all conditions pertaining to the solicitation and all required terms and conditions for carrying out the contract. By filing a bid, the bidders do thereby represent that they have so informed themselves. This solicitation hereby expressly incorporates by reference any and all documents referred to therein, including without limitation the Advertisement, the Purchase Description and Specifications, the Evaluation Criteria, the City of Boston Standard Contract General Conditions, all other contractual terms and conditions applicable to the solicitation, and any addenda to the solicitation.

By submitting this response, the bidder certifies, under the pains and penalties of perjury, that it has submitted a response to this solicitation that is the bidder's offer to this solicitation. The City of Boston's Standard Contract General Conditions and all additional terms and conditions included in the solicitation and any addenda thereto shall be deemed accepted by the bidder and included as part of the final contract. The submitter attests that s/he is an agent of the bidder with authority to submit this bid on the bidder's behalf, and that s/he has read and assented to all of the solicitation terms.

The bidder 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.

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

Bidders are solely responsible for obtaining all information distributed for this solicitation and it is each bidder's responsibility to check for any addenda or modifications to this solicitation. The City of Boston accepts no responsibility and will provide no accommodation to bidders who submit a response based on an out-of-date solicitation or on information received from a source other than the City of Boston. It is the bidder's responsibility to keep the bidder's contact information current.

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

Online bidders must, if notified of contract award and if requested by the City of Boston, submit any contract documents, or any documents submitted or included as part of the solicitation, on paper with original ink signatures unless otherwise specified, within ten (10) calendar days of such a request.

**\*\*Approved as to form by Corporation Counsel June 2012\*\***

Do you agree to these bid submission terms and conditions?

[I Agree](#)

I certify 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.

Electronic responders on the Supplier Portal: Please type your name in the Response location below to certify.

Paper-based responders: Please sign your name in the Response box provided.

[Kate Waldron](#)



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00005131	Sell	RFx	17
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
PSnet NOC Services			
<b>Start Time</b>		<b>Finish Time</b>	
01/25/2018 17:00:00 EST		01/30/2018 17:00:00 EST	

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

**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States  
Plowman, Sarah

**Contact:**  
**Phone:**  
**Email:** sarah.plowman@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 01/29/2018 12:18:53 EST  
**Total Bid Amount:** 23,520.00

Question	Response
----------	----------

CITY OF BOSTON'S CORI POLICY COMPLIANCE

The City of Boston is subject to City of Boston Code, Chapter 4, section 7 (click the View Associated Terms link below to view), 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 persons with criminal backgrounds through the Criminal Offender Record Information (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.

Instructions for Responding to the CORI Compliance Bid Factor:  
A vendor should not select option 1 unless it performs NO CORI checks on any applicant.  
A vendor that selects option 2 certifies, under penalties of perjury, that its CORI policy is consistent with the standards set by the City of Boston (click the View Associated Terms link below to view). A vendor with a CORI policy that does not conform to the City of Boston standards must select option 3. Vendors that select option 3 will not be permitted to enter into contracts with the City of Boston, absent a waiver, as provided in City of Boston Code, Chapter 4, section 7.4.

All vendors must select one of the 3 options below as to its use of CORI checks, under penalties of perjury:

CORI checks are consistent with C

### EXCLUDED OR DEBARRED PARTIES CERTIFICATION

The City of Boston will not enter into a business relationship with persons or entities currently debarred or suspended from procurement by the federal or state government or the City of Boston.

I certify that the person(s) or entity(ies) responding to this procurement are not debarred, suspended, proposed for debarment, or otherwise declared ineligible from doing business with the federal or state government or the City of Boston, and that such person(s) or entity(ies) are not listed as debarred or excluded parties under the federal government's System for Award Management (www.sam.gov) or the Commonwealth of Massachusetts' Debarment lists (http://www.mass.gov/anf/budget-taxes-and-procurement/procurement-info-and-res/conduct-a-procurement/procurement-considerations/vendor-debarment.html).

Y

Legal Form of Business Entity. The bidder/offeror/contractor responding to this Event is a/an:

Corporation

## Line Items

**Line:** 1 **Item ID:** **UOM:** Each  
**Total Line Bid Amount:** 23520  
**Description:** 24x7 PSnet NOC services, Feb 1, 2018 - June 30, 2018

Question	Response
----------	----------

What is your bid price for this line?

23520



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

7/19/18 SP

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

INVOICE ID: 9917851  
DRAW ID: 1  
DATE: July 12,2018

CONTRACT ID: 18-0290-20  
PSNET NOC SERVICES-MayorsOffice  
LOCATION:

SALESPERSON:  
CUSTOMER ID: DOINNOV  
PO #: BOSTN-000068747  
Terms: Net 0

WORK PERFORMED 24X7 PSNET NOC SERVICES FEB 1,2018 - JUNE 30,2018. PO #  
BOSTN-0000687471. CONTRACT # 45401

AMOUNT DUE: \$ 23,520.00

ATTN: ACCOUNTS PAYABLE

AMOUNT DUE THIS INVOICE

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

**\$23,520.00**

REGIONAL SUPPORT  
U16-4.1 Interop tech support / PSnet

OK to pay  
SP  
7/19/18  
OK to pay  
NW 7/19/18



# Event Details

## City of Boston Procurement

Event ID	Format	Type	Page
BOSTN-EV00005205	Sell	RFx	1
Event Round	Version		
1	1		
Event Name			
Furnish and Install New Air Conditioning System			
Start Time		Finish Time	
02/28/2018 10:00:00 EST		03/09/2018 15:00:00 EST	

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

**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States

**Contact:** Chan,Joey  
**Phone:** 617 6354569  
**Email:** joey.chan@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 03/08/2018 11:44:40 EST  
**Total Bid Amount:** 16,661.00

## Event Description

Furnish and Install New Air Conditioning System, see lines and comments for additional information and specifications. Written Quote Contract

## General Comments

- This is HVAC equipment for a PSnet site in Winthrop. HVAC will ensure that the equipment does not overheat, thereby protecting both that specific site's equipment and the larger regional public safety communications network and enabling it all to function continuously throughout the summer months. Upon completion of install - Test and turn up of system
- Bid Award Low Total: Bid will be awarded to lowest TOTAL responsive and responsible bidder meeting all specifications.
- SPECIFICATIONS: THESE SPECIFICATIONS ARE BASED UPON PRODUCT RESEARCH AND PERFORMANCE CRITERIA WHICH HAVE BEEN DEVELOPED BY THE CITY OF BOSTON DURING THE SPECIFICATION PROCESS ONE MANUFACTURERS PRODUCT HAS BEEN SPECIFIED. IT IS NOT NECESSARY TO SPEC THAT PARTICULAR PRODUCT, HOWEVER WE WILL EXPECT THE QUALITY OF YOUR SPECIFICATION TO MEET OR EXCEED THESE STANDARDS. ALL SPECIFICATIONS AND OPTIONS MUST BE INCLUDED WITH THIS BID. FAILURE TO SUPPLY THIS INFORMATION WILL RESULT IN THE BID TO BE REJECTED. BID IS BEING AWARDED TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER MEETING ALL SPECIFICATIONS. Brand name(s) and/or catalog number(s) part numbers etc. are given for purposes of identification and to denote the standard of quality desired, and do not, in any way, restrict bidders to a specific make and manufacturer. If there is any deviation in the pack, source, quality, etc., of an item bid from that prescribed in the specification, the appropriate line in the specifications is to be ruled out and the substitution clearly indicated.
- Site Visit Available Upon Request.

## General Questions

1. Please review the below instructions for responding to this bid.

### IF RESPONDING ONLINE THROUGH THE SUPPLIER PORTAL:

Please answer the questions asked in this bid event, including any file attachment uploads. Certain questions will require an answer in order to submit your response, while other questions are optional when they pertain to your company. Some questions require a specific answer which will be identified to you. You will be warned of disqualification if you answer with an unacceptable answer prior to submission.

Provide a price quote for all requested line items. In some cases, you may indicate that you are declining to bid on a certain line item by clicking the 'No Bid' checkbox.

After answering the questions and listing your price quotes, you may click the "Validate Entries" button to perform a check to determine if you've responded to all required elements of the bid response. When all required fields are complete and you are ready to submit your bid response to The City of Boston click the "Submit Bid" button. When you click "Submit Bid" it may take a moment for the system to process your bid response. Once it is successfully processed, you will receive a Bid Confirmation message confirming that your bid was submitted. You will also receive an e-mail confirming your bid submission. If you do not receive a Bid Confirmation screen and email, please review your bid and be sure you press the Submit Bid button. If you go back to make any edits to your bid, note that the "Save For Later" button will remove your bid from Submitted status so be sure to press the "Submit Bid" button after the edits are complete. Your bid will not be considered until it is officially submitted.

### IF RESPONDING THROUGH A HARD-COPY PAPER PACKAGE:

Please answer all questions asked in this bid event, including inserting any requested file attachments. Certain questions require an answer in order to be considered a valid response.



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00005205	Sell	RFx	2
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
Furnish and Install New Air Conditioning System			
<b>Start Time</b>		<b>Finish Time</b>	
02/28/2018 10:00:00 EST		03/09/2018 15:00:00 EST	

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

**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States

**Contact:** Chan,Joey  
**Phone:** 617 6354569  
**Email:** joey.chan@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 03/08/2018 11:44:40 EST  
**Total Bid Amount:** 16,661.00

### General Questions

Be sure to answer every question that is labeled with the phrase "RESPONSE REQUIRED: YES". Some questions may require a specific answer which will be identified to you. Those questions will be labeled as "MANDATORY RESPONSE REQUIRED: YES". Bid submissions must include the mandatory response to be eligible for award.

Provide a price quote for all requested line items. In some cases, you may indicate that you are declining to bid on a certain line item by clicking the 'No Bid' checkbox.

### 2. BID EVENT AND CONTRACT TERMS AND CONDITIONS

I confirm that I have read, fully understand, and agree to comply with all terms and conditions that are associated with this bid event and the eventual contract.

If responding electronically through the Supplier Portal, please click the "View Associated Terms" to access the Standard Contract General Conditions.

For vendors who submit paper-based responses, the Standard Contract General Conditions will be listed below.

Options: I Agree  
I Do Not Agree  
Required: Yes Mandatory Response: Yes

Select One

X

Associated Terms:

---

### 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.



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00005205	Sell	RFx	3
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
Furnish and Install New Air Conditioning System			
<b>Start Time</b>		<b>Finish Time</b>	
02/28/2018 10:00:00 EST		03/09/2018 15:00:00 EST	

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

**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States

**Contact:** Chan,Joey  
**Phone:** 617 6354569  
**Email:** joey.chan@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 03/08/2018 11:44:40 EST  
**Total Bid Amount:** 16,661.00

### General Questions

#### 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



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00005205	Sell	RFx	4
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
Furnish and Install New Air Conditioning System			
<b>Start Time</b>		<b>Finish Time</b>	
02/28/2018 10:00:00 EST		03/09/2018 15:00:00 EST	

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

**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States

**Contact:** Chan,Joey  
**Phone:** 617 6354569  
**Email:** joey.chan@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 03/08/2018 11:44:40 EST  
**Total Bid Amount:** 16,661.00

### General Questions

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 furnish 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



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00005205	Sell	RFx	5
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
Furnish and Install New Air Conditioning System			
<b>Start Time</b>		<b>Finish Time</b>	
02/28/2018 10:00:00 EST		03/09/2018 15:00:00 EST	

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

**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States

**Contact:** Chan,Joey  
**Phone:** 617 6354569  
**Email:** joey.chan@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 03/08/2018 11:44:40 EST  
**Total Bid Amount:** 16,661.00

### General Questions

the performance.

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

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

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

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

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

11.9 The Contractor certifies that neither it nor any of its subcontractors have been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c.149, c.151, or the Fair Labor Standards Act within three (3) years prior to the date of the Contract; or certifies that it has provided copies of any and all of the above to the Official prior to the date of the Contract and any required wage bond or insurance; and certifies that while the Contract is in effect, it will report any instance of the above to the Official within five (5) days of the 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, the Contractor shall comply with the Massachusetts Prevailing Wage Law for public works projects, M.G.L. c.149, s.26-27H, 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



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
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<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
Furnish and Install New Air Conditioning System			
<b>Start Time</b>		<b>Finish Time</b>	
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**Total Bid Amount:** 16,661.00

### General Questions

the amount certified, the Contractor shall be compensated for services rendered to the effective date of such reduction, in accordance with the rates of compensation specified in this Contract.

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

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

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

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

#### ARTICLE 15 -- STATE TAXATION CERTIFICATION:

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

#### ARTICLE 16 -- MONIES OWED TO THE CITY:

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

#### ARTICLE 17 -- BID COLLUSION:

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

#### ARTICLE 18 -- FORUM AND CHOICE OF LAW:

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

### 3. BID SUBMISSION TERMS AND CONDITIONS

Before submitting any bids, the bidders shall fully inform themselves in regard to all conditions pertaining to the solicitation and all required terms and conditions for carrying out the contract. By filing a bid, the bidders do hereby represent that they have so informed themselves. This solicitation hereby expressly incorporates by reference any and all documents referred to therein, including without limitation the Advertisement, the Purchase Description and Specifications, the Evaluation Criteria, the City of Boston Standard Contract General Conditions, all other contractual terms and conditions applicable to the solicitation, and any addenda to the solicitation.

By submitting this response, the bidder certifies, under the pains and penalties of perjury, that it has



# Event Details (cont.)

## City of Boston Procurement

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1	1		
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### General Questions

submitted a response to this solicitation that is the bidder's offer to this solicitation. The City of Boston's Standard Contract General Conditions and all additional terms and conditions included in the solicitation and any addenda thereto shall be deemed accepted by the bidder and included as part of the final contract. The submitter attests that s/he is an agent of the bidder with authority to submit this bid on the bidder's behalf, and that s/he has read and assented to all of the solicitation terms.

The bidder 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.

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

Bidders are solely responsible for obtaining all information distributed for this solicitation and it is each bidder's responsibility to check for any addenda or modifications to this solicitation. The City of Boston accepts no responsibility and will provide no accommodation to bidders who submit a response based on an out-of-date solicitation or on information received from a source other than the City of Boston. It is the bidder's responsibility to keep the bidder's contact information current.

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

Online bidders must, if notified of contract award and if requested by the City of Boston, submit any contract documents, or any documents submitted or included as part of the solicitation, on paper with original ink signatures unless otherwise specified, within ten (10) calendar days of such a request.

**\*\*Approved as to form by Corporation Counsel June 2012\*\***

Do you agree to these bid submission terms and conditions?

Options: I Agree  
I Do Not Agree

Required: Yes Mandatory Response: Yes

Select One

X

4. I certify 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.

Electronic responders on the Supplier Portal: Please type your name in the Response location below to certify.

Paper-based responders: Please sign your name in the Response box provided.

Required: Yes Mandatory Response: No



# Event Details (cont.)

## City of Boston Procurement

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BOSTN-EV00005205	Sell	RFx	8
<b>Event Round</b>	<b>Version</b>		
1	1		
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**General Questions**

### Response

Joseph H. Bodio

### 5. CITY OF BOSTON'S CORI POLICY COMPLIANCE

The City of Boston is subject to City of Boston Code, Chapter 4, section 7 (click the View Associated Terms link below to view), 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 persons with criminal backgrounds through the Criminal Offender Record Information (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.

#### Instructions for Responding to the CORI Compliance Bid Factor:

A vendor should not select option 1 unless it performs NO CORI checks on any applicant.  
A vendor that selects option 2 certifies, under penalties of perjury, that its CORI policy is consistent with the standards set by the City of Boston (click the View Associated Terms link below to view). A vendor with a CORI policy that does not conform to the City of Boston standards must select option 3. Vendors that select option 3 will not be permitted to enter into contracts with the City of Boston, absent a waiver, as provided in City of Boston Code, Chapter 4, section 7.4.

All vendors must select one of the 3 options below as to its use of CORI checks, under penalties of perjury:

- Options:
- CORI checks are not performed on any applicants.
  - CORI checks are consistent with City of Boston standards.
  - CORI checks are not consistent with City of Boston standards

Required: Yes Mandatory Response: No

Select One

<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

Associated Terms:

#### **CITY OF BOSTON CORI POLICY**

By selecting option 2 of the CORI bid factor question, Vendor affirms that its CORI related policies, practices, and standards are consistent with the following City of Boston standards:

- 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.
- 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.
- 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.
- 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



# Event Details (cont.)

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### General Questions

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 and federal laws regarding CORI.

APPROVED AS TO FORM BY CORPORATION COUNSEL JUNE 2014

### City of Boston CORI Ordinance 4-7 CORI SCREENING BY VENDORS OF THE CITY OF BOSTON. 4-7.1 Purpose.

These sections are intended to ensure that the persons and businesses supplying goods and/or services to the City of Boston deploy fair policies relating to the screening and identification of persons with criminal backgrounds through the CORI system.

#### 4-7.2 Definitions.

Unless specifically indicated otherwise, these definitions shall apply and control in CBC 4-7.

Applicant means any current or prospective employee, licensee, or volunteer and includes all persons included in 803 CMR 2.03.

Awarding authority means any department, agency, or office of the City of Boston that purchases goods and/or services from a vendor.

CHSB means the Criminal History Systems Board defined in MGL c6 and 803CMR 2.00.

City means the City of Boston or department, agency, or office thereof.

Otherwise qualified means any applicant that meets all other criteria for a position or consideration for a position.

Vendor means any vendor, contractor, or supplier of goods and/or services to the City of Boston.

#### 4-7.3 CORI-Related Standards of the City of Boston.

The City of Boston will do business only with vendors that have adopted and employ CORI-related policies, practices, and standards that are consistent with City standards.

The City of Boston employs CORI-related policies and practices that are fair to all persons involved and seeks to do business with vendors that have substantially similar policies and practices. The awarding authority shall review all vendors' CORI policies for consistency with City standards. The awarding authority shall consider all vendors' CORI standards as part of the criteria to be evaluated in the awarding of a contract and will consider a vendor's execution of the CORI standards to be evaluated among the performance criteria of a contract. The awarding authority shall consider any vendor's deviation from the CORI standards as grounds for rejection, rescission, revocation, or any other termination of the contract.

The CORI-related policies and practices of the City include, but are not limited to:

a. The City does not conduct a CORI check on an applicant unless a CORI check is required by law or the City has made a good faith determination that the relevant position is of such sensitivity that a CORI report is warranted.

b. The City reviews the qualifications of an applicant and determines that an applicant is otherwise qualified for the relevant position before the City conducts a CORI check. The City does not conduct a CORI check for an applicant that is not otherwise qualified for a relevant position.

c. If the City has been authorized by the CHSB to receive CORI reports consisting solely of conviction and case-pending information and the CORI report received by the City contains other information (i.e. cases disposed favorably for the applicant such as not guilty, dismissal) then the City informs the applicant and provides the applicant with a copy of CHSB's information for the applicant to pursue correction.

d. When the City receives a proper CORI report of an applicant that contains only the CORI information that the City is authorized to receive and the City is inclined to refuse, rescind, or revoke the offer of a position to an applicant then the City fully complies with 803 CMR 6.11 by, including, but not limited



# Event Details (cont.)

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to, notifying the applicant of the potential adverse employment action, providing the applicant with a photocopy of the CORI report received by the City, informing the applicant of the specific parts of the CORI report that concern the City, providing an opportunity for the applicant to discuss the CORI report with the City 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 6.11.

e. The City makes final employment-related decisions based on all of the information available to the City, including the seriousness of the crime(s), the relevance of the crime(s), the number of 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 City is adverse to the applicant and results in the refusal, rescission, or revocation of a position with the City then the City promptly notifies the applicant of the decision and the specific reason(s) therefor.

#### 4-7.4 Waiver.

Under exigent circumstances, an awarding authority, by its highest ranking member, may grant a waiver of CBC 4-7.3 on a contract-by-contract basis and shall submit a written record of the waiver to the Office of Civil Rights and to the Boston City Council's Staff Director who shall provide a copy to each and every City Councillor. The written record shall include, but not be limited to, (a) a summary of the terms of the contract, (b) the details of the vendor's failure or refusal to conform with the City's CORI-related standards, and (c) a brief analysis of the exigency causing the grant of waiver.

No waiver may be considered perfected unless the awarding authority fully complies with the provisions of this sub-section.

#### 4-7.5 Data Collection and Report.

Any awarding authority, vendor, applicant, or other interested party may contact the Office of Civil Rights to report any problems, concerns, or suggestions regarding the implementation, compliance, and impacts of these sections, and the Office of Civil Rights shall log every comment received with a summary of the comment and shall keep on file any written comments. Subsequent to logging any comment, the Office of Civil Rights may refer a complaint to the CHSB and shall notify the relevant awarding authority. The Office of Civil Rights shall prepare a written report including, but not limited to, a summary of the granted waivers, a summary of any feedback regarding CORI-related policies and/or practices, and any other information or analysis deemed noteworthy by the Director of the Office of Civil Rights. The Office of Civil Rights shall file the report with the Boston City Council via the Boston City Clerk every six (6) months from the implementation date of these sections.

#### 4-7.6 Applicability.

If any provision of these sections imposes greater restrictions or obligations than those imposed by any other general law, special law, regulation, rule, ordinance, order, or policy then the provisions of these sections shall control.

#### 4-7.7 Regulatory Authority.

The Office of Civil Rights shall have the authority to promulgate rules and regulations necessary to implement and enforce these sections and may promulgate a form of the affidavit.

#### 4-7.8 Severability.

If any provision of these sections shall be held to be invalid by a court of competent jurisdiction, then such provision shall be considered separately and apart from the remaining provisions, which shall remain in full force and effect.

#### 4-7.9 Implementation.

The provisions of these sections shall be effective on July 1, 2006.

## 6. EXCLUDED OR DEBARRED PARTIES CERTIFICATION

The City of Boston will not enter into a business relationship with persons or entities currently debarred or suspended from procurement by the federal or state government or the City of Boston.

I certify that the person(s) or entity(ies) responding to this procurement are not debarred, suspended, proposed for debarment, or otherwise declared ineligible from doing business with the federal or state government or the City of Boston, and that such person(s) or entity(ies) are not listed as debarred or excluded parties under the federal government's System for Award Management ([www.sam.gov](http://www.sam.gov)) or the Commonwealth of Massachusetts' Debarment lists (<http://www.mass.gov/anf/budget-taxes-and-procurement/procurement-info-and-res/conduct-a-procurement/procurement-considerations/vendor-debarment.html>).





# Event Details (cont.)

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Required: Yes Mandatory Response: No

Y

7. Legal Form of Business Entity. The bidder/offeror/contractor responding to this Event is a/an:

- Options:
- Individual
  - Partnership
  - Limited Liability Partnership (LLP)
  - Corporation
  - Limited Liability Company (LLC)
  - Joint Venture
  - Trust
  - Other

Required: Yes Mandatory Response: No

**Select One**

X



# Event Details (cont.)

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Norwood MA 02062  
United States

**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States

**Contact:** Chan,Joey  
**Phone:** 617 6354569  
**Email:** joey.chan@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 03/08/2018 11:44:40 EST  
**Total Bid Amount:** 16,661.00

## Line Details

<b>Line:</b> 1	<b>Item ID:</b>	<b>Line Qty:</b> 1.00	<b>UOM:</b> Each	<b>No Bid:</b> <input type="text" value="N"/>
<b>Required:</b> No	<b>Reserve Price:</b> No			<b>Bid Qty:</b> <input type="text" value="1"/>
<b>Description:</b> Furnish and install (1) Mitsubishi Model #PKA-A30KA7 interior cooling and heating with a 2.5 ton wall mount ductless air conditioning unit.				<b>Min/Max Qty:</b> No min / No max

Question	Response
1. What is your bid price for this line?	4700

Required: Yes Mandatory Response: No

<b>Line:</b> 2	<b>Item ID:</b>	<b>Line Qty:</b> 1.00	<b>UOM:</b> Each	<b>No Bid:</b> <input type="text" value="N"/>
<b>Required:</b> No	<b>Reserve Price:</b> No			<b>Bid Qty:</b> <input type="text" value="1"/>
<b>Description:</b> Furnish and install (1) Mitsubishi Model #PUY-A30NHA7 exterior condensing unit				<b>Min/Max Qty:</b> No min / No max

Question	Response
1. What is your bid price for this line?	4661

Required: Yes Mandatory Response: No



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00005205	Sell	RFx	13
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
Furnish and Install New Air Conditioning System			
<b>Start Time</b>		<b>Finish Time</b>	
02/28/2018 10:00:00 EST		03/09/2018 15:00:00 EST	

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

**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States

**Contact:** Chan,Joey  
**Phone:** 617 6354569  
**Email:** joey.chan@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 03/08/2018 11:44:40 EST  
**Total Bid Amount:** 16,661.00

**No Bid:**

**Line:** 3 **Item ID:** **Line Qty:** 1.00 **UOM:** Each  
**Required:** No **Reserve Price:** No

**Bid Qty:**

**Min/Max Qty:** No min / No max

**Description:** Furnish and install (1) 30 amp 1 phase 208-230 volt circuit and disconnect condenser unit

### Question

1. What is your bid price for this line?

### Response

1500

**Required:** Yes **Mandatory Response:** No

**No Bid:**

**Line:** 4 **Item ID:** **Line Qty:** 1.00 **UOM:** Each  
**Required:** No **Reserve Price:** No

**Bid Qty:**

**Min/Max Qty:** No min / No max

**Description:** Furnish and install (1)20 amp 1 phase circuit to interior air handler

### Question

1. What is your bid price for this line?

### Response

2000

**Required:** Yes **Mandatory Response:** No

**No Bid:**

**Line:** 5 **Item ID:** **Line Qty:** 1.00 **UOM:** Each  
**Required:** No **Reserve Price:** No

**Bid Qty:**

**Min/Max Qty:** No min / No max

**Description:** Furnish and install HVAC piping and condensate pump



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00005205	Sell	RFx	14
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
Furnish and Install New Air Conditioning System			
<b>Start Time</b>		<b>Finish Time</b>	
02/28/2018 10:00:00 EST		03/09/2018 15:00:00 EST	

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 03/08/2018 11:44:40 EST  
**Total Bid Amount:** 16,661.00

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

**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States

**Contact:** Chan,Joey  
**Phone:** 617 6354569  
**Email:** joey.chan@boston.gov

Question	Response
1. What is your bid price for this line?	3800

Required: Yes Mandatory Response: No



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00005205	Sell	RFx	15
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
Furnish and Install New Air Conditioning System			
<b>Start Time</b>		<b>Finish Time</b>	
02/28/2018 10:00:00 EST		03/09/2018 15:00:00 EST	

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 03/08/2018 11:44:40 EST  
**Total Bid Amount:** 16,661.00

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

**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States

**Contact:** Chan,Joey  
**Phone:** 617 6354569  
**Email:** joey.chan@boston.gov

## Bidder Information

<b>Firm Name:</b>			
<b>Name:</b>		<b>Signature:</b>	
<b>Phone #:</b>		<b>Date:</b>	
<b>Street Address:</b>		<b>Fax #:</b>	
<b>City &amp; State:</b>		<b>Zip Code:</b>	
<b>Email:</b>		<b>Tax Identification Nbr:</b>	



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00005205	Sell	RFx	16
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
Furnish and Install New Air Conditioning System			
<b>Start Time</b>		<b>Finish Time</b>	
02/28/2018 10:00:00 EST		03/09/2018 15:00:00 EST	

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

**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States

**Contact:** Chan,Joey  
**Phone:** 617 6354569  
**Email:** joey.chan@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 03/08/2018 11:44:40 EST  
**Total Bid Amount:** 16,661.00

## Appendix A - Line Specifications

**Line:** 1 **Item ID:** **Line Qty:** 1 **UOM:** Each

**Description:** Furnish and install (1) Mitsubishi Model #PKA-A30KA7 interior cooling and heating with a 2.5 ton wall mount ductless air conditioning unit.

### Item Specifications

**Manufacturer:**  
**Mfg Item ID:**  
**Item Length:** 0 **Item Height:** 0  
**Item Width:** 0 **Dimension UOM:**  
**Item Volume:** 0 **Volume UOM:**  
**Item Weight:** 0 **Weight UOM:**  
**Item Size:** **Item Color:**

### Shipping Information

**Schedule:** 1 **Ship To:** Purchasing Department  
**Quantity:** 1 Purchasing Department  
**Due Date:** 03/11/2018 One City Hall  
**Freight Terms:** Room 808  
**Ship Via:** Federal Express Boston MA 02201  
United States

**Line:** 2 **Item ID:** **Line Qty:** 1 **UOM:** Each

**Description:** Furnish and install (1) Mitsubishi Model #PUY-A30NHA7 exterior condensing unit

### Item Specifications

**Manufacturer:**  
**Mfg Item ID:**  
**Item Length:** 0 **Item Height:** 0  
**Item Width:** 0 **Dimension UOM:**  
**Item Volume:** 0 **Volume UOM:**  
**Item Weight:** 0 **Weight UOM:**  
**Item Size:** **Item Color:**

### Shipping Information

**Schedule:** 1 **Ship To:** Purchasing Department  
**Quantity:** 1 Purchasing Department  
**Due Date:** 03/11/2018 One City Hall  
**Freight Terms:** Room 808  
**Ship Via:** Boston MA 02201  
United States

**Line:** 3 **Item ID:** **Line Qty:** 1 **UOM:** Each

**Description:** Furnish and install (1) 30 amp 1 phase 208-230 volt circuit and disconnect condenser unit



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00005205	Sell	RFx	17
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
Furnish and Install New Air Conditioning System			
<b>Start Time</b>		<b>Finish Time</b>	
02/28/2018 10:00:00 EST		03/09/2018 15:00:00 EST	

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

**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States

**Contact:** Chan,Joey  
**Phone:** 617 6354569  
**Email:** joey.chan@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 03/08/2018 11:44:40 EST  
**Total Bid Amount:** 16,661.00

### Item Specifications

**Manufacturer:**  
**Mfg Item ID:**  
**Item Length:** 0  
**Item Width:** 0  
**Item Volume:** 0  
**Item Weight:** 0  
**Item Size:**

**Item Height:** 0  
**Dimension UOM:**  
**Volume UOM:**  
**Weight UOM:**  
**Item Color:**

### Shipping Information

**Schedule:** 1  
**Quantity:** 1  
**Due Date:** 03/11/2018  
**Freight Terms:**  
**Ship Via:**

**Ship To:** Purchasing Department  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States

**Line:** 4 **Item ID:** **Line Qty:** 1 **UOM:** Each  
**Description:** Furnish and install (1)20 amp 1 phase circuit to interior air handler

### Item Specifications

**Manufacturer:**  
**Mfg Item ID:**  
**Item Length:** 0  
**Item Width:** 0  
**Item Volume:** 0  
**Item Weight:** 0  
**Item Size:**

**Item Height:** 0  
**Dimension UOM:**  
**Volume UOM:**  
**Weight UOM:**  
**Item Color:**

### Shipping Information

**Schedule:** 1  
**Quantity:** 1  
**Due Date:** 03/11/2018  
**Freight Terms:**  
**Ship Via:**

**Ship To:** Purchasing Department  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States

**Line:** 5 **Item ID:** **Line Qty:** 1 **UOM:** Each  
**Description:** Furnish and install HVAC piping and condensate pump

### Item Specifications

**Manufacturer:**  
**Mfg Item ID:**  
**Item Length:** 0  
**Item Width:** 0  
**Item Volume:** 0  
**Item Weight:** 0  
**Item Size:**

**Item Height:** 0  
**Dimension UOM:**  
**Volume UOM:**  
**Weight UOM:**  
**Item Color:**



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00005205	Sell	RFx	18
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
Furnish and Install New Air Conditioning System			
<b>Start Time</b>		<b>Finish Time</b>	
02/28/2018 10:00:00 EST		03/09/2018 15:00:00 EST	

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 03/08/2018 11:44:40 EST  
**Total Bid Amount:** 16,661.00

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

**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States

**Contact:** Chan,Joey  
**Phone:** 617 6354569  
**Email:** joey.chan@boston.gov

### Shipping Information

**Schedule:** 1  
**Quantity:** 1  
**Due Date:** 03/11/2018  
**Freight Terms:**  
**Ship Via:**

**Ship To:** Purchasing Department  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00005205	Sell	RFx	19
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
Furnish and Install New Air Conditioning System			
<b>Start Time</b>		<b>Finish Time</b>	
02/28/2018 10:00:00 EST		03/09/2018 15:00:00 EST	

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

**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States

**Contact:** Chan,Joey  
**Phone:** 617 6354569  
**Email:** joey.chan@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 03/08/2018 11:44:40 EST  
**Total Bid Amount:** 16,661.00

## Appendix B - Bid Responses

### General Questions

Question	Response
----------	----------

Please review the below instructions for responding to this bid.

#### IF RESPONDING ONLINE THROUGH THE SUPPLIER PORTAL:

Please answer the questions asked in this bid event, including any file attachment uploads. Certain questions will require an answer in order to submit your response, while other questions are optional when they pertain to your company. Some questions require a specific answer which will be identified to you. You will be warned of disqualification if you answer with an unacceptable answer prior to submission.

Provide a price quote for all requested line items. In some cases, you may indicate that you are declining to bid on a certain line item by clicking the 'No Bid' checkbox.

After answering the questions and listing your price quotes, you may click the "Validate Entries" button to perform a check to determine if you've responded to all required elements of the bid response. When all required fields are complete and you are ready to submit your bid response to The City of Boston click the "Submit Bid" button. When you click "Submit Bid" it may take a moment for the system to process your bid response. Once it is successfully processed, you will receive a Bid Confirmation message confirming that your bid was submitted. You will also receive an e-mail confirming your bid submission. If you do not receive a Bid Confirmation screen and email, please review your bid and be sure you press the Submit Bid button. If you go back to make any edits to your bid, note that the "Save For Later" button will remove your bid from Submitted status so be sure to press the "Submit Bid" button after the edits are complete. Your bid will not be considered until it is officially submitted.

#### IF RESPONDING THROUGH A HARD-COPY PAPER PACKAGE:

Please answer all questions asked in this bid event, including inserting any requested file attachments. Certain questions require an answer in order to be considered a valid response.

Be sure to answer every question that is labeled with the phrase "RESPONSE REQUIRED: YES". Some questions may require a specific answer which will be identified to you. Those questions will be labeled as "MANDATORY RESPONSE REQUIRED: YES". Bid submissions must include the mandatory response to be eligible for award.

Provide a price quote for all requested line items. In some cases, you may indicate that you are declining to bid on a certain line item by clicking the 'No Bid' checkbox.

#### BID EVENT AND CONTRACT TERMS AND CONDITIONS

I confirm that I have read, fully understand, and agree to comply with all terms and conditions that are associated with this bid event and the eventual contract.

If responding electronically through the Supplier Portal, please click the "View Associated Terms" to access the Standard Contract General Conditions.

For vendors who submit paper-based responses, the Standard Contract General Conditions will be listed below.

I Agree



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00005205	Sell	RFx	20
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
Furnish and Install New Air Conditioning System			
<b>Start Time</b>		<b>Finish Time</b>	
02/28/2018 10:00:00 EST		03/09/2018 15:00:00 EST	

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

**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States

**Contact:** Chan,Joey  
**Phone:** 617 6354569  
**Email:** joey.chan@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 03/08/2018 11:44:40 EST  
**Total Bid Amount:** 16,661.00

Question	Response
----------	----------

### BID SUBMISSION TERMS AND CONDITIONS

Before submitting any bids, the bidders shall fully inform themselves in regard to all conditions pertaining to the solicitation and all required terms and conditions for carrying out the contract. By filing a bid, the bidders do thereby represent that they have so informed themselves. This solicitation hereby expressly incorporates by reference any and all documents referred to therein, including without limitation the Advertisement, the Purchase Description and Specifications, the Evaluation Criteria, the City of Boston Standard Contract General Conditions, all other contractual terms and conditions applicable to the solicitation, and any addenda to the solicitation.

By submitting this response, the bidder certifies, under the pains and penalties of perjury, that it has submitted a response to this solicitation that is the bidder's offer to this solicitation. The City of Boston's Standard Contract General Conditions and all additional terms and conditions included in the solicitation and any addenda thereto shall be deemed accepted by the bidder and included as part of the final contract. The submitter attests that s/he is an agent of the bidder with authority to submit this bid on the bidder's behalf, and that s/he has read and assented to all of the solicitation terms.

The bidder 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.

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

Bidders are solely responsible for obtaining all information distributed for this solicitation and it is each bidder's responsibility to check for any addenda or modifications to this solicitation. The City of Boston accepts no responsibility and will provide no accommodation to bidders who submit a response based on an out-of-date solicitation or on information received from a source other than the City of Boston. It is the bidder's responsibility to keep the bidder's contact information current.

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

Online bidders must, if notified of contract award and if requested by the City of Boston, submit any contract documents, or any documents submitted or included as part of the solicitation, on paper with original ink signatures unless otherwise specified, within ten (10) calendar days of such a request.

**\*\*Approved as to form by Corporation Counsel June 2012\*\***

Do you agree to these bid submission terms and conditions?

[I Agree](#)

I certify 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.

Electronic responders on the Supplier Portal: Please type your name in the Response location below to certify.

Paper-based responders: Please sign your name in the Response box provided.

[Joseph H. Bodio](#)



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00005205	Sell	RFx	21
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
Furnish and Install New Air Conditioning System			
<b>Start Time</b>		<b>Finish Time</b>	
02/28/2018 10:00:00 EST		03/09/2018 15:00:00 EST	

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

**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States

**Contact:** Chan,Joey  
**Phone:** 617 6354569  
**Email:** joey.chan@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 03/08/2018 11:44:40 EST  
**Total Bid Amount:** 16,661.00

Question	Response
----------	----------

CITY OF BOSTON'S CORI POLICY COMPLIANCE

The City of Boston is subject to City of Boston Code, Chapter 4, section 7 (click the View Associated Terms link below to view), 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 persons with criminal backgrounds through the Criminal Offender Record Information (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.

Instructions for Responding to the CORI Compliance Bid Factor:  
A vendor should not select option 1 unless it performs NO CORI checks on any applicant.  
A vendor that selects option 2 certifies, under penalties of perjury, that its CORI policy is consistent with the standards set by the City of Boston (click the View Associated Terms link below to view). A vendor with a CORI policy that does not conform to the City of Boston standards must select option 3. Vendors that select option 3 will not be permitted to enter into contracts with the City of Boston, absent a waiver, as provided in City of Boston Code, Chapter 4, section 7.4.

All vendors must select one of the 3 options below as to its use of CORI checks, under penalties of perjury:

CORI checks are consistent with C

### EXCLUDED OR DEBARRED PARTIES CERTIFICATION

The City of Boston will not enter into a business relationship with persons or entities currently debarred or suspended from procurement by the federal or state government or the City of Boston.

I certify that the person(s) or entity(ies) responding to this procurement are not debarred, suspended, proposed for debarment, or otherwise declared ineligible from doing business with the federal or state government or the City of Boston, and that such person(s) or entity(ies) are not listed as debarred or excluded parties under the federal government's System for Award Management (www.sam.gov) or the Commonwealth of Massachusetts' Debarment lists (http://www.mass.gov/anf/budget-taxes-and-procurement/procurement-info-and-res/conduct-a-procurement/procurement-considerations/vendor-debarment.html).

Y

Legal Form of Business Entity. The bidder/offeror/contractor responding to this Event is a/an:

Corporation

## Line Items

<b>Line:</b> 1	<b>Item ID:</b>	<b>Line Qty:</b> 1	<b>UOM:</b> Each	<b>Bid Qty:</b> 1
<b>Total Line Bid Amount:</b> 4700				
<b>Description:</b> Furnish and install (1) Mitsubishi Model #PKA-A30KA7 interior cooling and heating with a 2.5 ton wall mount ductless air conditioning unit.				

Question	Response
----------	----------

What is your bid price for this line?

4700



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00005205	Sell	RFx	22
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
Furnish and Install New Air Conditioning System			
<b>Start Time</b>		<b>Finish Time</b>	
02/28/2018 10:00:00 EST		03/09/2018 15:00:00 EST	

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

**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States

**Contact:** Chan,Joey  
**Phone:** 617 6354569  
**Email:** joey.chan@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 03/08/2018 11:44:40 EST  
**Total Bid Amount:** 16,661.00

**Line:** 2 **Item ID:** **Line Qty:** 1 **UOM:** Each **Bid Qty:**   
**Total Line Bid Amount:** 4661  
**Description:** Furnish and install (1) Mitsubishi Model #PUY-A30NHA7 exterior condensing unit

Question	Response
What is your bid price for this line?	4661

**Line:** 3 **Item ID:** **Line Qty:** 1 **UOM:** Each **Bid Qty:**   
**Total Line Bid Amount:** 1500  
**Description:** Furnish and install (1) 30 amp 1 phase 208-230 volt circuit and disconnect condenser unit

Question	Response
What is your bid price for this line?	1500

**Line:** 4 **Item ID:** **Line Qty:** 1 **UOM:** Each **Bid Qty:**   
**Total Line Bid Amount:** 2000  
**Description:** Furnish and install (1)20 amp 1 phase circuit to interior air handler

Question	Response
What is your bid price for this line?	2000

**Line:** 5 **Item ID:** **Line Qty:** 1 **UOM:** Each **Bid Qty:**   
**Total Line Bid Amount:** 3800  
**Description:** Furnish and install HVAC piping and condensate pump

Question	Response
What is your bid price for this line?	3800



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

5/14/18 SP

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

INVOICE ID: 9917574  
 DRAW ID: 2  
 DATE: April 30, 2018

CONTRACT ID: 18-0098-20  
 HVAC FOR SECURITY EQUIPMENT-B0  
 LOCATION:

SALESPERSON:  
 CUSTOMER ID: BOSTOEM  
 PO #: BOSTN-000068868  
 Terms: Net 0

WORK PERFORMED OVERSEE HVAC WORK FOR VITAL NETWORK SECURITY EQUIPMENT HOUSED AT WINTHROP WATER TOWER.  
 PO # BOSTN-0000688689 CONTRACT ID # 0000000000000000000000045548

FURNISH AND INSTALL (1) MITSUBISHI MODEL #PKA-A30KA7 INTERIOR COOLING AND HEATING WITH A 2.5 TON WALL MOUNT DUCTLESS AIR CONDITIONING UNIT.	\$ 4,700.00
FURINSH AND INSTALL (1) MITSUBISHI MODEL #PUY-A30NHA7 EXTERIOR CONDENSING UNIT	\$ 4,661.00
FURINSH AND INSTALL (1) 30 AMP 1 PHASE 208-230 VOLT CIRCUIT AND DISCONNECT CONDENSER UNIT	\$ 1,500.00
FURINSH AND INSTALL (1) 20 AMP 1 PHASE CIRCUIT TO INTERIOR AIR HANDLER	\$ 2,000.00
FURINSH AND INSTALL HVAC PIPING AND CONDENSATE PUMP	\$ 3,800.00
<b>TOTAL AMOUNT DUE:</b>	<b>\$ 16,661.00</b>

ATTN: JESSICA JONES

*This is HVAC equipment for a Psnet site in Winthrop. HVAC will ensure that the equipment does not overheat, thereby protecting both that specific site's equipment & the larger regional public safety communications network & enabling it all to function continuously throughout the summer months.*

AMOUNT DUE THIS INVOICE  
 INTEREST @ 1.5% WILL BE CHARGED ON INVOICES OVER 60  
 DAYS.

\$16,661.00

*OK to pay  
 5/14/18 SP*

*NB  
 5/14/18*

0 \*  
 4,700.00 +  
 4,661.00 +  
 1,500.00 +  
 2,000.00 +  
 3,800.00 +  
 16,661.00 \*C

*UIC-4.1 Interop / Psnet  
 AEL# 1955-00-SHEN*



# City of Boston Purchase Order

## City of Boston

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

Dispatched		
<b>Purchase Order</b> BOSTN-0000688689	<b>Date</b> 2018-03-14	<b>Revision</b>
<b>Payment Terms</b> Net 30	<b>Freight Terms</b> DES PPD	
<b>Buyer</b> Chan,Joey		

**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:** Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States  
**Attention:** Not Specified

Tax Exempt? Y

State Tax Exempt ID: 04-6001380

Contract ID: 000000000000000000045548

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	Furnish and install (1) Mitsubishi Model #PKA-A30KA7 interior cooling and heating with a 2.5 ton wall mount ductless air conditioning unit.	1.00	EA	4700.00	4700.00	03/14/2018
	55940-200-231100-510R-2305-2017-HLS17002	1.00				
2 - 1	Furnish and install (1) Mitsubishi Model #PUY-A30NHA7 exterior condensing unit	1.00	EA	4661.00	4661.00	03/14/2018
	55940-200-231100-510R-2305-2017-HLS17002	1.00				
3 - 1	Furnish and install (1) 30 amp 1 phase 208-230 volt circuit and disconnect condenser unit	1.00	EA	1500.00	1500.00	03/14/2018
	55940-200-231100-510R-2305-2017-HLS17002	1.00				
4 - 1	Furnish and install (1)20 amp 1 phase circuit to interior air handler	1.00	EA	2000.00	2000.00	03/14/2018
	55940-200-231100-510R-2305-2017-HLS17002	1.00				
5 - 1	Furnish and install HVAC piping and condensate pump	1.00	EA	3800.00	3800.00	03/14/2018
	55940-200-231100-510R-2305-2017-HLS17002	1.00				



# City of Boston Purchase Order

## City of Boston

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

Dispatched		
<b>Purchase Order</b> BOSTN-0000688689	<b>Date</b> 2018-03-14	<b>Revision</b>
<b>Payment Terms</b> Net 30	<b>Freight Terms</b> DES PPD	
<b>Buyer</b> Chan,Joey		

**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:** Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States  
**Attention:** Not Specified

Tax Exempt? Y

State Tax Exempt ID: 04-6001380

Contract ID: 000000000000000000045548

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
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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	
Gerard Bonaceto	Sally Glora	5/16/2018
Department Head/Purchasing Agent/BPS Business Manager	City Auditor/BPS Business Manager	
This is not a valid purchase order without the above signatures.		



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

APPROVED AS ORIGINAL

SP 2/11/19

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

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

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

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

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

BILLING IN THE AMOUNT OF: \$15,594.24

ATTN: SARAH PLOWMAN

AMOUNT DUE THIS INVOICE

\$15,594.24

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

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

AEL: 04 HW-01-INTHW  
V16-4.1 Interop Tech Support



# 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-0000697273	2018-11-15	
Payment Terms	Freight Terms	
Net 30	DES PPD	
Buyer		
Bonaceto, Gerard		

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

**Bill To:** Auditing Department  
One City Hall  
Room M-4  
Boston MA 02201  
United States

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

Tax Exempt? Y

State Tax Exempt ID: 04-6001380

Contract ID: 000000000000000000046435

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

quote dated 10/19/2018

Total PO Amount 15594.24

TEL: 04HW-01-INTW  
016-4.1 Interop Tech Support

15,594.24

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

Official Approvals			
I certify that all records regarding this procurement are on file		Approved as to availability of appropriation	
Gerard Bonaceto	<i>[Signature]</i>	Sally Glora	11/21/2018
Department Head/Purchasing Agent/BPS Business Manager		City Auditor/BPS Business Manager	

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

Receipt # 505096 ✓  
1/31/19

x final payment  
INVOICE # 9918678

15,594.24

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

7/11/2018  
(Current Date)

At a meeting of the Directors of the LAN-TEL Communications, Inc.  
(Name of Corporation)  
duly called and held at 1400 Providence Highway, Suite 3100, Norwood, MA 02062  
(Location of Meeting)  
on the 11 day of July 2018 at which a quorum was present and acting,  
it was VOTED, that Joseph H. Bodio  
(Name)  
the President/CEO of this corporation is hereby  
(Position)  
authorized and empowered to make, enter into, sign, seal and deliver in behalf of this corporation  
a contract for State Contract # FAC64: Security, Surveillance, Monitoring and Access Control Systems.  
(Describe Service)

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

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

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

Attest:

(Affix Corporate Seal Here)

Kate Waldron  
(Clerk) (Secretary) of the Corporation

**CM FORM 16**

**WAGE THEFT PREVENTION**

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

**CERTIFICATION**

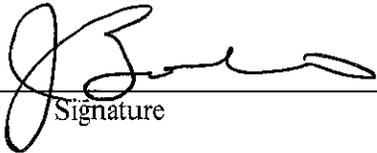
The undersigned certifies under penalties of perjury that the vendor is in compliance with the provisions of the Executive Order titled "Establishing Requirements for City Contracts in an Effort to Prevent Wage Theft," as currently in effect. **All Vendors must certify the following:**

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

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

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

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

  
\_\_\_\_\_  
Signature

LAN-TEL Communications, Inc  
\_\_\_\_\_  
(Name of Business)

**Instructions for Completing CM Form 16:**

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

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

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

CITY OF BOSTON  
CONTRACTOR CERTIFICATION

To the Official, acting in the name and on behalf of the City of Boston

- A. The undersigned agrees to furnish all labor and materials and to perform all work required for:

FAC64 Security Maintenance and Monitoring

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in accordance with the terms of the accompanying contract documents.

- B. The Contractor is a/an:

Corporation

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

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

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---

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

Corporation is incorporated in the State of MA

President is Joseph H. Bodio

Treasurer is Joseph H. Bodio

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

(City, State and Zip Code)

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

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

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

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

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

---

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

04-3141040 \_\_\_\_\_

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

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

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

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

Contractor: LAN-TEL Communications, Inc.

By:   
(Sign Here)

Title: President/CEO

Business Address: 1400 Providence Highway, Suite 3100  
(Street)  
Norwood, MA 02062  
(City, State and Zip Code)

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

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

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

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

(PUB AUG 2015)

**CM FORM 15A**

**CORI COMPLIANCE**

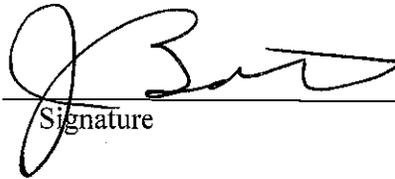
The City of Boston is subject to City of Boston Code, Chapter 4, section 7, which is intended to ensure that persons and businesses supplying goods and/or services to the City of Boston deploy fair policies relating to the screening and identification of person with criminal backgrounds through the CORI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

**CERTIFICATION**

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

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

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

  
Signature

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

**NOTE:**

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

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

A Vendor should not check Line 1 unless it performs NO CORI checks on ANY applicant.  
A Vendor who checks Lines 2 certifies that the Vendor's CORI policy conforms to the standards set forth in CM Form 15B. A Vendor with a CORI policy that does NOT conform to the standards set forth on CM Form 15B must check Line 3. Vendors who check Line 3 will not be permitted to enter into contracts with the City, absent a waiver, as provided for in CBC 4-7.4. For any waiver to be granted, a completed CM Form 15C must be completed by the awarding authority and attached hereto.

**CM FORM 15B**

**CORI COMPLIANCE STANDARDS**

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

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

APPROVED AS TO FORM BY CORPORATION COUNSEL JUNE 2014

(PUB June 2014)



**CITY OF BOSTON  
CONTRACT AWARD SUMMARY**

**CONTRACT ID:** 0000000000000000000046435

**Contract Details**

Contractor Legal Name: Lan-Tel Communications Inc.	Not To Exceed Amt: \$ 1,000,000.00
Contractor Address: 1400 Providence Highway, Building 3, Suite 3100 Norwood, MA 02062	Department Name: Procurement Department Head: Kevin P. Coyne
Brief Description/Scope of Services: State Contract # FAC64: Security, Surveillance, Monitoring and Access Control Systems. The terms and conditions of which are incorporated herein.	
Procurement Type: StateCon	Optional Renewal Periods: 0 Year(s)
Contract Begin Date: July 10, 2018	Contract End Date: May 31, 2019
Reason for Submitting Late:	

**EVENT ID:** No solicitation

**Details**

Date of Advertisement: N/A	Bid Submission Deadline: N/A
# of Responsive Bids Received: N/A	# of Non-Responsive Bids Received: N/A
Awarded to the Lowest Responsible and Responsive Bidder? N/A	
Do you certify that the cost of this contract is reasonable? Yes	
Do you certify that the contractor is qualified to fulfill this contract? Yes	
The justification for using an unadvertised bidding event/contract is: State Contract # FAC64: Security, Surveillance, Monitoring and Access Control Systems	
The reason why the contract is exempt or not subject to Chapter 30B competitive solicitation requirements is: State Contract # FAC64: Security, Surveillance, Monitoring and Access Control Systems	

**Additional Information**

This is a goods only contract.



**CITY OF BOSTON  
STANDARD CONTRACT DOCUMENT**

Form CM10

**CONTRACT ID:** 0000000000000000000046435

**Parties**

Contractor Legal Name: Lan-Tel Communications Inc.  (and d/b/a):	City Department Name: Procurement
Contractor Address: 1400 Providence Highway, Building 3, Suite 3100 Norwood, MA 02062	City Department Head: Kevin P. Coyne City Mailing Address: 1 City Hall Square, Rm. 808 Boston, MA 02201
Contractor Vendor ID: 0000019146	City Billing Address: Auditing Department One City Hall Room M-4 Boston, MA 02201

**Contract Details**

Description/Scope of Services: (Attach supporting documentation)	
State Contract # FAC64: Security, Surveillance, Monitoring and Access Control Systems. The terms and conditions of which are incorporated herein.	
Procurement Type:	Contract Version: 0.01
Begin Date: July 10, 2018	End Date: May 31, 2019
Rate: (Attach details of all rates, units, and charges)	Not To Exceed Amt: \$ 1,000,000.00

**Contract Signatures**

AUDITING	VENDOR/CONTRACTOR	AWARDING AUTHORITY/OFFICIAL
APPROVED AS TO THE AVAILABILITY OF AN APPROPRIATION OR PURSUANT TO ARTICLE 12 OF THE GENERAL CONDITIONS	AGREES TO PROVIDE THE GOODS OR SERVICES AS INDICATED IN ACCORDANCE WITH THE ASSOCIATED CONTRACT DOCUMENTS	IT IS MY BELIEF THAT THERE IS LITTLE OR NO RISK OF DEFAULT OR UNSATISFACTORY PERFORMANCE BY THE VENDOR/CONTRACTOR
SIGNATURE	SIGNATURE	SIGNATURE
APPROVED APPROPRIATION IN THE AMOUNT OF:  \$ 1,000,000.00		



**CITY OF BOSTON  
STANDARD CONTRACT GENERAL CONDITIONS**

Form CM11

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

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

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

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

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

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

**ARTICLE 2 -- PERFORMANCE:**

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

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

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

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

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

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

**ARTICLE 4 -- TIME:**

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

**ARTICLE 5 -- COMPENSATION:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE 10 - PROHIBITION AGAINST ASSIGNMENT:

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE 12 -- AVAILABLE APPROPRIATION:**

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

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

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

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

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

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

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

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

**ARTICLE 15 -- STATE TAXATION CERTIFICATION:**

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

**ARTICLE 16 -- MONIES OWED TO THE CITY:**

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

**ARTICLE 17 -- BID COLLUSION:**

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

**ARTICLE 18 -- FORUM AND CHOICE OF LAW:**

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

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

UPDATED: 06/20/2018

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

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

### Table of Contents:

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

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

### Contract Summary

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

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

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## Contract Categories

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

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

## Benefits and Cost Savings

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

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

## Find Bid/Contract Documents

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

### How to find FAC64 MBPOs in COMMBUYS from Public View:

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

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

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

**OR**

1. Sign into COMMBUYS

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

### Category MBPOs

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

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

### Who Can Use This Contract

#### Applicable Procurement Law

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

#### Eligible Entities

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

### Construction Requirements

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

Purchasing entities are responsible for compliance with applicable construction law requirements. Information concerning specific M.G.L. c. 149 and c. 30 construction requirements may be found in the Office of the Inspector General’s Public Procurement Charts at: [www.mass.gov/ig/publications/guides-advisorics-other-publications/procurement-charts-november-7-2016.pdf](http://www.mass.gov/ig/publications/guides-advisorics-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.

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

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

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

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

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

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

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

### **Pricing Options**

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

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

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



### Setting up a COMMBUYS Account

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

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

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

### Quick Search in COMMBUYS

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

### Purchase Options

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

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

### Referencing the Statewide Contract

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

### COMMBUYS Line Items

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



### COMMBUYS Solicitation Enabled MBPOs

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

### Updated COMMBUYS Line Items (October 2016)

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

### How to search for FAC64 products in COMMBUYS:

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

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

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

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

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

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

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



## Obtaining Quotes

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

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

### Multiple Quotes for Construction

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

### Selecting a Quote Including Construction Services

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

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

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

### Selecting Quotes NOT Including Construction

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

### Labor vs. Parts and Material

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

### Quotes for Catalog Sales in Category 1 or Category 3

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

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

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Updated: 06/20/2018



## Example Quoting Scenarios [FAC64 category in brackets]

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

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

STEPS:

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

OR

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

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

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

STEPS:

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

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

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

STEPS:

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

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

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

STEP:

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



## Prevailing Wage Requirements

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

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

## Prevailing Wage Schedules

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

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

## Labor Rates

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

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

## Instructions for MMARS Users

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



## Emergency Services

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

## Shipping/Delivery>Returns

### No surcharges

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

### Delivery

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

## Additional Information

### Negotiation

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

### Pre-Installation

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

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



## Installation

### Compliance with Regulatory Requirements

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

### Cabling and Cable Associated Hardware

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

### Post-Installation

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

### Anticipated Service Disruption

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

### Training and Training Materials

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

### Software Licenses

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



### Service Maintenance Plans

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

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

### Warranties

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

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

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

### No pre-payments

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



## Statement of Work

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

### **Important Elements of the Statement of Work:**

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

## Strategic Sourcing Team Members

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

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# Contract User Guide for FAC64

## Contractor List and Information\*

Vendor	Master Blanket Purchase Order #	MMARS Vendor Code and Vendor Line	Contact Person	Phone #	Email	Categories
**Conversion Vendor Category 1 Catalog Sales	<a href="#">PO-17-1080-OSD03-SRC3-9509</a>	N/A	Ashish Patel	617-720-3190	<a href="mailto:ashish.s.patel@state.ma.us">ashish.s.patel@state.ma.us</a>	1
**Conversion Vendor Category 2 Security Equipment, Systems, and Related Services	<a href="#">PO-17-1080-OSD03-SRC3-9506</a>	N/A	Ashish Patel	617-720-3190	<a href="mailto:ashish.s.patel@state.ma.us">ashish.s.patel@state.ma.us</a>	2
**Conversion Vendor Category 2A Security Monitoring Services	<a href="#">PO-17-1080-OSD03-SRC3-9511</a>	N/A	Ashish Patel	617-720-3190	<a href="mailto:ashish.s.patel@state.ma.us">ashish.s.patel@state.ma.us</a>	2A
**Conversion Vendor Category 3 Locks, Accessories, and Related Equipment	<a href="#">PO-17-1080-OSD03-SRC3-9512</a>	N/A	Ashish Patel	617-720-3190	<a href="mailto:ashish.s.patel@state.ma.us">ashish.s.patel@state.ma.us</a>	3
Access Control Systems Inc.	<a href="#">PO-14-1080-OSD01-OSD10-0000000037</a>	VC0000442226, 19	Charles R. Patterson	603-249-9820	<a href="mailto:charlie@a-c-s.biz">charlie@a-c-s.biz</a>	2
Advanced Alarm Systems Inc.	<a href="#">PO-14-1080-OSD01-OSD10-0000000039</a>	VC6000174944, 24	Kevin C Fitzpatrick	508-726-4564	<a href="mailto:kevin@80044alarm.com">kevin@80044alarm.com</a>	2, 2A
American Alarm	<a href="#">PO-14-1080-OSD01-OSD10-0000000040</a>	VC6000161658, 9	Larry Movsessian	781-859-2055	<a href="mailto:Lmovsessian@americanalarm.com">Lmovsessian@americanalarm.com</a>	2, 2A, 3
Autoclear LLC	<a href="#">PO-14-1080-OSD01-OSD10-0000000041</a>	VC6000227553, 33	Alan Martin	973-826-0504	<a href="mailto:alanm@a-clear.com">alanm@a-clear.com</a>	1
Aventura	<a href="#">PO-14-1080-OSD01-OSD10-0000000042</a>	VC0000672476, 29	Lavonne Lazarus	631-300-4000 Ext. 7125	<a href="mailto:llazarus@aventuracctv.com">llazarus@aventuracctv.com</a>	1

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OPERATIONAL SERVICES DIVISION

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

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**OPERATIONAL SERVICES DIVISION**

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

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**OPERATIONAL SERVICES DIVISION**

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

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

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

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# City of Boston Purchase Order

## City of Boston

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

<b>Complete</b>		
<b>Purchase Order</b> BOSTN-0000697929	<b>Date</b> 2018-12-10	<b>Revision</b>
<b>Payment Terms</b> Net 30	<b>Freight Terms</b> DES PPD	
<b>Buyer</b> Chan,Joey		

**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:** Everett Police Department  
45 Elm Street  
Attn Deputy Chief David Butler  
MA 02149  
United States  
**Attention:** Not Specified

Tax Exempt? Y

State Tax Exempt ID: 046001380

Contract ID: 000000000000000000047534

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	Interior cooling only 2.5 ton wall mount ductless air conditioning unit for Whidden Hospital, reference Mitsubishi Model #PKA-A30KA7 or approved equal	2.00	EA	4700.00	9400.00	12/11/2018
	55940-200-231854-510E-2305-2017-HLS17002	2.00				
2 - 1	Exterior condensing unit, reference Mitsubishi Model #PUY-A30NHA7 or approved equal	2.00	EA	4661.00	9322.00	12/11/2018
	55940-200-231854-510E-2305-2017-HLS17002	2.00				
3 - 1	Furnish (2) 30 amp 1 phase 208-230 volt circuit and disconnect to exterior condenser unit; Furnish and install (2) 20 amp 1 phase circuit to interior air handler	1.00	EA	3000.00	3000.00	12/11/2018
	55940-200-231854-510E-2305-2017-HLS17002	1.00				
4 - 1	Furnish HVAC piping, and HVAC condensate pump	1.00	EA	3800.00	3800.00	12/11/2018
	55940-200-231854-510E-2305-2017-HLS17002	1.00				

**Total PO Amount** 25522.00



# City of Boston Purchase Order

## City of Boston

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

<b>Complete</b>		
<b>Purchase Order</b> BOSTN-0000697929	<b>Date</b> 2018-12-10	<b>Revision</b>
<b>Payment Terms</b> Net 30	<b>Freight Terms</b> DES PPD	
<b>Buyer</b> Chan,Joey		

**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:** Everett Police Department  
45 Elm Street  
Attn Deputy Chief David Butler  
MA 02149  
United States  
**Attention:** Not Specified

Tax Exempt? Y

State Tax Exempt ID: 046001380

Contract ID: 000000000000000000047534

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
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\*\*\*\*The above Purchase Order number must be included on all invoices to ensure accurate and timely payment.\*\*\*\*

Official Approvals		
I certify that all records regarding this procurement are on file	Approved as to availability of appropriation	
Unauthorized	Unauthorized	7/17/2019
Department Head/Purchasing Agent/BPS Business Manager	City Auditor/BPS Business Manager	
This is not a valid purchase order without the above signatures.		



# Event Details

## City of Boston Procurement

Event ID	Format	Type	Page
BOSTN-EV00006253	Sell	RFx	1
Event Round	Version		
1	1		
Event Name			
HVAC install at Whidden Hospital			
Start Time	Finish Time		
11/27/2018 15:00:00 EST	12/07/2018 15:00:00 EST		

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

**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States

**Contact:** Chan,Joey  
**Phone:** 617 6354569  
**Email:** joey.chan@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No  
**Bid Number:** 1  
**Bid Date:** 12/05/2018 15:07:44 EST  
**Total Bid Amount:** 25,522.00

## Event Description

HVAC install at Whidden Hospital. See lines and comments for specifications and additional information.

## General Comments

- Bid Award Low Total: Bid will be awarded to lowest TOTAL responsive and responsible bidder meeting all specifications.
- SPECIFICATIONS: THESE SPECIFICATIONS ARE BASED UPON PRODUCT RESEARCH AND PERFORMANCE CRITERIA WHICH HAVE BEEN DEVELOPED BY THE CITY OF BOSTON DURING THE SPECIFICATION PROCESS ONE MANUFACTURERS PRODUCT HAS BEEN SPECIFIED. IT IS NOT NECESSARY TO SPEC THAT PARTICULAR PRODUCT, HOWEVER WE WILL EXPECT THE QUALITY OF YOUR SPECIFICATION TO MEET OR EXCEED THESE STANDARDS. ALL SPECIFICATIONS AND OPTIONS MUST BE INCLUDED WITH THIS BID. FAILURE TO SUPPLY THIS INFORMATION WILL RESULT IN THE BID TO BE REJECTED. BID IS BEING AWARDED TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER MEETING ALL SPECIFICATIONS. Brand name(s) and/or catalog number(s) part numbers etc. are given for purposes of identification and to denote the standard of quality desired, and do not, in any way, restrict bidders to a specific make and manufacturer. If there is any deviation in the pack, source, quality, etc., of an item bid from that prescribed in the specification, the appropriate line in the specifications is to be ruled out and the substitution clearly indicated.
- Any additional information can be requested through the City of Boston, Purchasing Division: 617-635-4564. Site visits can be coordinated with the assistance of Sgt. Jeff Gilmore, Everett PD: 617-394-2462.

## General Questions

1. Please review the below instructions for responding to this bid.

### IF RESPONDING ONLINE THROUGH THE SUPPLIER PORTAL:

Please answer the questions asked in this bid event, including any file attachment uploads. Certain questions will require an answer in order to submit your response, while other questions are optional when they pertain to your company. Some questions require a specific answer which will be identified to you. You will be warned of disqualification if you answer with an unacceptable answer prior to submission.

Provide a price quote for all requested line items. In some cases, you may indicate that you are declining to bid on a certain line item by clicking the 'No Bid' checkbox.

After answering the questions and listing your price quotes, you may click the "Validate Entries" button to perform a check to determine if you've responded to all required elements of the bid response. When all required fields are complete and you are ready to submit your bid response to The City of Boston click the "Submit Bid" button. When you click "Submit Bid" it may take a moment for the system to process your bid response. Once it is successfully processed, you will receive a Bid Confirmation message confirming that your bid was submitted. You will also receive an e-mail confirming your bid submission. If you do not receive a Bid Confirmation screen and email, please review your bid and be sure you press the Submit Bid button. If you go back to make any edits to your bid, note that the "Save For Later" button will remove your bid from Submitted status so be sure to press the "Submit Bid" button after the edits are complete. Your bid will not be considered until it is officially submitted.

### IF RESPONDING THROUGH A HARD-COPY PAPER PACKAGE:

Please answer all questions asked in this bid event, including inserting any requested file attachments. Certain questions require an answer in order to be considered a valid response.

Be sure to answer every question that is labeled with the phrase "RESPONSE REQUIRED: YES". Some questions may require a specific answer which will be identified to you. Those questions will be labeled as "MANDATORY RESPONSE REQUIRED: YES". Bid submissions must include the mandatory response to be eligible for award.



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00006253	Sell	RFx	2
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
HVAC install at Whidden Hospital			
<b>Start Time</b>		<b>Finish Time</b>	
11/27/2018 15:00:00 EST		12/07/2018 15:00:00 EST	

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

**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States

**Contact:** Chan,Joey  
**Phone:** 617 6354569  
**Email:** joey.chan@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 12/05/2018 15:07:44 EST  
**Total Bid Amount:** 25,522.00

### General Questions

Provide a price quote for all requested line items. In some cases, you may indicate that you are declining to bid on a certain line item by clicking the 'No Bid' checkbox.

### 2. BID EVENT AND CONTRACT TERMS AND CONDITIONS

I confirm that I have read, fully understand, and agree to comply with all terms and conditions that are associated with this bid event and the eventual contract.

If responding electronically through the Supplier Portal, please click the "View Associated Terms" to access the Standard Contract General Conditions.

For vendors who submit paper-based responses, the Standard Contract General Conditions will be listed below.

Options: I Agree  
I Do Not Agree  
Required: Yes Mandatory Response: Yes

Select One

X

Associated Terms:

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



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00006253	Sell	RFx	3
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
HVAC install at Whidden Hospital			
<b>Start Time</b>		<b>Finish Time</b>	
11/27/2018 15:00:00 EST		12/07/2018 15:00:00 EST	

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United States

**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States

**Contact:** Chan,Joey  
**Phone:** 617 6354569  
**Email:** joey.chan@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 12/05/2018 15:07:44 EST  
**Total Bid Amount:** 25,522.00

### General Questions

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,



# Event Details (cont.)

## City of Boston Procurement

Event ID	Format	Type	Page
BOSTN-EV00006253	Sell	RFx	4
Event Round	Version		
1	1		
Event Name			
HVAC install at Whidden Hospital			
Start Time		Finish Time	
11/27/2018 15:00:00 EST		12/07/2018 15:00:00 EST	

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Norwood MA 02062  
United States

**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States

**Contact:** Chan,Joey  
**Phone:** 617 6354569  
**Email:** joey.chan@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 12/05/2018 15:07:44 EST  
**Total Bid Amount:** 25,522.00

### General Questions

officers, employees, or subcontractors in any way connected with performance under this Contract.

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

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

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

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

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

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

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

#### ARTICLE 10 - PROHIBITION AGAINST ASSIGNMENT:

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

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

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

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

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

11.4 The Contractor agrees and shall require any subcontractor to agree not to discriminate in connection with the performance of work under the Contract against any employee or applicant for employment because of sex, race, color, sexual orientation, gender identity or expression, marital status, parental status, ex-offender status, prior psychiatric treatment, military status, religious creed, disability, national



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00006253	Sell	RFx	5
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
HVAC install at Whidden Hospital			
<b>Start Time</b>		<b>Finish Time</b>	
11/27/2018 15:00:00 EST		12/07/2018 15:00:00 EST	

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United States

**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States

**Contact:** Chan,Joey  
**Phone:** 617 6354569  
**Email:** joey.chan@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 12/05/2018 15:07:44 EST  
**Total Bid Amount:** 25,522.00

### General Questions

origin, ancestry, source of income, or age, unless based upon a legally permissible and bona fide occupational qualification. The Contractor agrees and shall require any subcontractor to agree to post in conspicuous places notices to be provided by the Massachusetts Commission Against Discrimination, setting forth provisions of the Fair Employment Practice Law of the Commonwealth.

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

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

11.7 In furtherance of the Mayor's Executive Order "Minority and Women Business Enterprise Development" dated December 31, 1987 and the Ordinance entitled "Promoting Minority and Women Owned Business Enterprises in the City of Boston" (Ordinances of 1987, Chapter 14, as amended), it is understood and agreed by the Contractor, and the Contractor by the execution of this Contract so certifies, as follows:

(1) That the Contractor shall actively solicit bids for the subcontracting of goods and services from certified minority and women businesses; (2) That in reviewing substantially equal proposals the Contractor shall give additional consideration to the award of subcontracts to certified minority and women bidders.

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

11.9 The Contractor certifies that neither it nor any of its subcontractors have been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c.149, c.151, or the Fair Labor Standards Act within three (3) years prior to the date of the Contract; or certifies that it has provided copies of any and all of the above to the Official prior to the date of the Contract and any required wage bond or insurance; and certifies that while the Contract is in effect, it will report any instance of the above to the Official within five (5) days of the 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, the Contractor shall comply with the Massachusetts Prevailing Wage Law for public works projects, M.G.L. c.149, s.26-27H, 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



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00006253	Sell	RFx	6
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
HVAC install at Whidden Hospital			
<b>Start Time</b>		<b>Finish Time</b>	
11/27/2018 15:00:00 EST		12/07/2018 15:00:00 EST	

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**Contact:** Chan,Joey  
**Phone:** 617 6354569  
**Email:** joey.chan@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 12/05/2018 15:07:44 EST  
**Total Bid Amount:** 25,522.00

**General Questions**

notifies the Official in writing within six (6) months after such payment.

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

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

**ARTICLE 15 -- STATE TAXATION CERTIFICATION:**

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

**ARTICLE 16 -- MONIES OWED TO THE CITY:**

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

**ARTICLE 17 -- BID COLLUSION:**

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

**ARTICLE 18 -- FORUM AND CHOICE OF LAW:**

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

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### 3. BID SUBMISSION TERMS AND CONDITIONS

Before submitting any bids, the bidders shall fully inform themselves in regard to all conditions pertaining to the solicitation and all required terms and conditions for carrying out the contract. By filing a bid, the bidders do thereby represent that they have so informed themselves. This solicitation hereby expressly incorporates by reference any and all documents referred to therein, including without limitation the Advertisement, the Purchase Description and Specifications, the Evaluation Criteria, the City of Boston Standard Contract General Conditions, all other contractual terms and conditions applicable to the solicitation, and any addenda to the solicitation.

By submitting this response, the bidder certifies, under the pains and penalties of perjury, that it has submitted a response to this solicitation that is the bidder's offer to this solicitation. The City of Boston's Standard Contract General Conditions and all additional terms and conditions included in the solicitation and any addenda thereto shall be deemed accepted by the bidder and included as part of the final contract. The submitter attests that s/he is an agent of the bidder with authority to submit this bid on the bidder's behalf, and that s/he has read and assented to all of the solicitation terms.



# Event Details (cont.)

## City of Boston Procurement

Event ID	Format	Type	Page
BOSTN-EV00006253	Sell	RFx	7
Event Round	Version		
1	1		
Event Name			
HVAC install at Whidden Hospital			
Start Time		Finish Time	
11/27/2018 15:00:00 EST		12/07/2018 15:00:00 EST	

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**Contact:** Chan,Joey  
**Phone:** 617 6354569  
**Email:** joey.chan@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 12/05/2018 15:07:44 EST  
**Total Bid Amount:** 25,522.00

### General Questions

The bidder 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.

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

Bidders are solely responsible for obtaining all information distributed for this solicitation and it is each bidder's responsibility to check for any addenda or modifications to this solicitation. The City of Boston accepts no responsibility and will provide no accommodation to bidders who submit a response based on an out-of-date solicitation or on information received from a source other than the City of Boston. It is the bidder's responsibility to keep the bidder's contact information current.

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

Online bidders must, if notified of contract award and if requested by the City of Boston, submit any contract documents, or any documents submitted or included as part of the solicitation, on paper with original ink signatures unless otherwise specified, within ten (10) calendar days of such a request.

\*\*Approved as to form by Corporation Counsel June 2012\*\*

Do you agree to these bid submission terms and conditions?

Options: I Agree  
I Do Not Agree

Required: Yes Mandatory Response: Yes

Select One

X

4. I certify 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.

Electronic responders on the Supplier Portal: Please type your name in the Response location below to certify.

Paper-based responders: Please sign your name in the Response box provided.

Required: Yes Mandatory Response: No

**Response**  
Eric Johnson

### 5. CITY OF BOSTON'S CORI POLICY COMPLIANCE

The City of Boston is subject to City of Boston Code, Chapter 4, section 7 (click the View Associated Terms link below to view), 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



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00006253	Sell	RFx	8
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
HVAC install at Whidden Hospital			
<b>Start Time</b>		<b>Finish Time</b>	
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**Bidder:** Lan-Tel Communications Inc.  
1400 Providence Highway, Building 3, Suite 3100  
Norwood MA 02062  
United States

**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States

**Contact:** Chan,Joey  
**Phone:** 617 6354569  
**Email:** joey.chan@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 12/05/2018 15:07:44 EST  
**Total Bid Amount:** 25,522.00

### General Questions

persons with criminal backgrounds through the Criminal Offender Record Information (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.

#### Instructions for Responding to the CORI Compliance Bid Factor:

A vendor should not select option 1 unless it performs NO CORI checks on any applicant. A vendor that selects option 2 certifies, under penalties of perjury, that its CORI policy is consistent with the standards set by the City of Boston (click the View Associated Terms link below to view). A vendor with a CORI policy that does not conform to the City of Boston standards must select option 3. Vendors that select option 3 will not be permitted to enter into contracts with the City of Boston, absent a waiver, as provided in City of Boston Code, Chapter 4, section 7.4.

All vendors must select one of the 3 options below as to its use of CORI checks, under penalties of perjury:

- Options:
- CORI checks are not performed on any applicants.
  - CORI checks are consistent with City of Boston standards.
  - CORI checks are not consistent with City of Boston standards

Required: Yes Mandatory Response: No

Select One

X

Associated Terms:

---

### CITY OF BOSTON CORI POLICY

By selecting option 2 of the CORI bid factor question, Vendor affirms that its CORI related policies, practices, and standards are consistent with the following City of Boston 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 and federal laws regarding CORI.



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00006253	Sell	RFx	9
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
HVAC install at Whidden Hospital			
<b>Start Time</b>		<b>Finish Time</b>	
11/27/2018 15:00:00 EST		12/07/2018 15:00:00 EST	

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

**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States

**Contact:** Chan,Joey  
**Phone:** 617 6354569  
**Email:** joey.chan@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 12/05/2018 15:07:44 EST  
**Total Bid Amount:** 25,522.00

**General Questions**

APPROVED AS TO FORM BY CORPORATION COUNSEL JUNE 2014

City of Boston CORI Ordinance  
4-7 CORI SCREENING BY VENDORS OF THE CITY OF BOSTON.  
4-7.1 Purpose.  
These sections are intended to ensure that the persons and businesses supplying goods and/or services to the City of Boston deploy fair policies relating to the screening and identification of persons with criminal backgrounds through the CORI system.  
4-7.2 Definitions.  
Unless specifically indicated otherwise, these definitions shall apply and control in CBC 4-7.  
Applicant means any current or prospective employee, licensee, or volunteer and includes all persons included in 803 CMR 2.03.  
Awarding authority means any department, agency, or office of the City of Boston that purchases goods and/or services from a vendor.  
CHSB means the Criminal History Systems Board defined in MGL c6 and 803CMR 2.00.  
City means the City of Boston or department, agency, or office thereof.  
Otherwise qualified means any applicant that meets all other criteria for a position or consideration for a position.  
Vendor means any vendor, contractor, or supplier of goods and/or services to the City of Boston.  
4-7.3 CORI-Related Standards of the City of Boston.  
The City of Boston will do business only with vendors that have adopted and employ CORI-related policies, practices, and standards that are consistent with City standards.  
The City of Boston employs CORI-related policies and practices that are fair to all persons involved and seeks to do business with vendors that have substantially similar policies and practices. The awarding authority shall review all vendors' CORI policies for consistency with City standards. The awarding authority shall consider all vendors' CORI standards as part of the criteria to be evaluated in the awarding of a contract and will consider a vendor's execution of the CORI standards to be evaluated among the performance criteria of a contract. The awarding authority shall consider any vendor's deviation from the CORI standards as grounds for rejection, rescission, revocation, or any other termination of the contract.  
The CORI-related policies and practices of the City include, but are not limited to:  
a. The City does not conduct a CORI check on an applicant unless a CORI check is required by law or the City has made a good faith determination that the relevant position is of such sensitivity that a CORI report is warranted.  
b. The City reviews the qualifications of an applicant and determines that an applicant is otherwise qualified for the relevant position before the City conducts a CORI check. The City does not conduct a CORI check for an applicant that is not otherwise qualified for a relevant position.  
c. If the City has been authorized by the CHSB to receive CORI reports consisting solely of conviction and case-pending information and the CORI report received by the City contains other information (i.e. cases disposed favorably for the applicant such as not guilty, dismissal) then the City informs the applicant and provides the applicant with a copy of CHSB's information for the applicant to pursue correction.  
d. When the City receives a proper CORI report of an applicant that contains only the CORI information that the City is authorized to receive and the City is inclined to refuse, rescind, or revoke the offer of a position to an applicant then the City fully complies with 803 CMR 6.11 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 City, informing the applicant of the specific parts of the CORI report that concern the City, providing an opportunity for the applicant to discuss the CORI report with the City 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 6.11.  
e. The City makes final employment-related decisions based on all of the information available to the City, including the seriousness of the crime(s), the relevance of the crime(s), the number of 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 City is adverse to the applicant and results in the refusal, rescission, or revocation of a position with the City then the City promptly notifies the applicant of the decision and the specific reason(s) therefor.  
4-7.4 Waiver.



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00006253	Sell	RFx	10
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
HVAC install at Whidden Hospital			
<b>Start Time</b>		<b>Finish Time</b>	
11/27/2018 15:00:00 EST		12/07/2018 15:00:00 EST	

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Room 808  
Boston MA 02201  
United States

**Contact:** Chan,Joey  
**Phone:** 617 6354569  
**Email:** joey.chan@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 12/05/2018 15:07:44 EST  
**Total Bid Amount:** 25,522.00

### General Questions

Under exigent circumstances, an awarding authority, by its highest ranking member, may grant a waiver of CBC 4-7.3 on a contract-by-contract basis and shall submit a written record of the waiver to the Office of Civil Rights and to the Boston City Council's Staff Director who shall provide a copy to each and every City Councillor. The written record shall include, but not be limited to, (a) a summary of the terms of the contract, (b) the details of the vendor's failure or refusal to conform with the City's CORI-related standards, and (c) a brief analysis of the exigency causing the grant of waiver.

No waiver may be considered perfected unless the awarding authority fully complies with the provisions of this sub-section.

#### 4-7.5 Data Collection and Report.

Any awarding authority, vendor, applicant, or other interested party may contact the Office of Civil Rights to report any problems, concerns, or suggestions regarding the implementation, compliance, and impacts of these sections, and the Office of Civil Rights shall log every comment received with a summary of the comment and shall keep on file any written comments. Subsequent to logging any comment, the Office of Civil Rights may refer a complaint to the CHSB and shall notify the relevant awarding authority. The Office of Civil Rights shall prepare a written report including, but not limited to, a summary of the granted waivers, a summary of any feedback regarding CORI-related policies and/or practices, and any other information or analysis deemed noteworthy by the Director of the Office of Civil Rights. The Office of Civil Rights shall file the report with the Boston City Council via the Boston City Clerk every six (6) months from the implementation date of these sections.

#### 4-7.6 Applicability.

If any provision of these sections imposes greater restrictions or obligations than those imposed by any other general law, special law, regulation, rule, ordinance, order, or policy then the provisions of these sections shall control.

#### 4-7.7 Regulatory Authority.

The Office of Civil Rights shall have the authority to promulgate rules and regulations necessary to implement and enforce these sections and may promulgate a form of the affidavit.

#### 4-7.8 Severability.

If any provision of these sections shall be held to be invalid by a court of competent jurisdiction, then such provision shall be considered separately and apart from the remaining provisions, which shall remain in full force and effect.

#### 4-7.9 Implementation.

The provisions of these sections shall be effective on July 1, 2006.

## 6. EXCLUDED OR DEBARRED PARTIES CERTIFICATION

The City of Boston will not enter into a business relationship with persons or entities currently debarred or suspended from procurement by the federal or state government or the City of Boston.

I certify that the person(s) or entity(ies) responding to this procurement are not debarred, suspended, proposed for debarment, or otherwise declared ineligible from doing business with the federal or state government or the City of Boston, and that such person(s) or entity(ies) are not listed as debarred or excluded parties under the federal government's System for Award Management ([www.sam.gov](http://www.sam.gov)) or the Commonwealth of Massachusetts' Debarment lists (<http://www.mass.gov/anf/budget-taxes-and-procurement/procurement-info-and-res/conduct-a-procurement/procurement-considerations/vendor-debarment.html>).

Required: Yes Mandatory ResponseNo

Y



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00006253	Sell	RFx	11
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
HVAC install at Whidden Hospital			
<b>Start Time</b>		<b>Finish Time</b>	
11/27/2018 15:00:00 EST		12/07/2018 15:00:00 EST	

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United States

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Room 808  
Boston MA 02201  
United States

**Contact:** Chan,Joey  
**Phone:** 617 6354569  
**Email:** joey.chan@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 12/05/2018 15:07:44 EST  
**Total Bid Amount:** 25,522.00

### General Questions

7. Legal Form of Business Entity. The bidder/offeror/contractor responding to this Event is a/an:

- Options:
- Individual
  - Partnership
  - Limited Liability Partnership (LLP)
  - Corporation
  - Limited Liability Company (LLC)
  - Joint Venture
  - Trust
  - Other

Required: Yes Mandatory Response: No

**Select One**

X



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00006253	Sell	RFx	12
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
HVAC install at Whidden Hospital			
<b>Start Time</b>		<b>Finish Time</b>	
11/27/2018 15:00:00 EST		12/07/2018 15:00:00 EST	

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

**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States

**Contact:** Chan,Joey  
**Phone:** 617 6354569  
**Email:** joey.chan@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 12/05/2018 15:07:44 EST  
**Total Bid Amount:** 25,522.00

## Line Details

<b>Line:</b> 1	<b>Item ID:</b>	<b>Line Qty:</b> 2.00	<b>UOM:</b> Each	<b>No Bid:</b> <input type="text" value="N"/>
<b>Required:</b> No	<b>Reserve Price:</b> No			<b>Bid Qty:</b> <input type="text" value="2"/>
<b>Description:</b> Interior cooling only 2.5 ton wall mount ductless air conditioning unit for Whidden Hospital, reference Mitsubishi Model #PKA-A30KA7 or approved equal				<b>Min/Max Qty:</b> No min / No max

Question	Response
1. What is your bid price for this line?	<input type="text" value="4700"/>

Required: Yes Mandatory Response: No

<b>Line:</b> 2	<b>Item ID:</b>	<b>Line Qty:</b> 2.00	<b>UOM:</b> Each	<b>No Bid:</b> <input type="text" value="N"/>
<b>Required:</b> No	<b>Reserve Price:</b> No			<b>Bid Qty:</b> <input type="text" value="2"/>
<b>Description:</b> Exterior condensing unit, reference Mitsubishi Model #PUY-A30NHA7 or approved equal				<b>Min/Max Qty:</b> No min / No max

Question	Response
1. What is your bid price for this line?	<input type="text" value="4661"/>

Required: Yes Mandatory Response: No



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00006253	Sell	RFx	13
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
HVAC install at Whidden Hospital			
<b>Start Time</b>		<b>Finish Time</b>	
11/27/2018 15:00:00 EST		12/07/2018 15:00:00 EST	

**Bidder:** Lan-Tel Communications Inc.  
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Norwood MA 02062  
United States

**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States

**Contact:** Chan,Joey  
**Phone:** 617 6354569  
**Email:** joey.chan@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 12/05/2018 15:07:44 EST  
**Total Bid Amount:** 25,522.00

**No Bid:**

**Line:** 3 **Item ID:** **Line Qty:** 1.00 **UOM:** Each  
**Required:** No **Reserve Price:** No

**Bid Qty:**

**Min/Max Qty:** No min / No max

**Description:** Furnish (2) 30 amp 1 phase 208-230 volt circuit and disconnect to exterior condenser unit;  
Furnish and install (2) 20 amp 1 phase circuit to interior air handler

Question	Response
1. What is your bid price for this line?	3000

**Required:** Yes **Mandatory Response:** No

**No Bid:**

**Line:** 4 **Item ID:** **Line Qty:** 1.00 **UOM:** Each  
**Required:** No **Reserve Price:** No

**Bid Qty:**

**Min/Max Qty:** No min / No max

**Description:** Furnish HVAC piping, and HVAC condensate pump

Question	Response
1. What is your bid price for this line?	3800

**Required:** Yes **Mandatory Response:** No



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00006253	Sell	RFx	14
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
HVAC install at Whidden Hospital			
<b>Start Time</b>		<b>Finish Time</b>	
11/27/2018 15:00:00 EST		12/07/2018 15:00:00 EST	

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United States

**Contact:** Chan,Joey  
**Phone:** 617 6354569  
**Email:** joey.chan@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 12/05/2018 15:07:44 EST  
**Total Bid Amount:** 25,522.00

## Bidder Information

<b>Firm Name:</b>		
<b>Name:</b>	<b>Signature:</b>	<b>Date:</b>
<b>Phone #:</b>	<b>Fax #:</b>	
<b>Street Address:</b>		
<b>City &amp; State:</b>	<b>Zip Code:</b>	
<b>Email:</b>	<b>Tax Identification Nbr:</b>	



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00006253	Sell	RFx	15
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
HVAC install at Whidden Hospital			
<b>Start Time</b>		<b>Finish Time</b>	
11/27/2018 15:00:00 EST		12/07/2018 15:00:00 EST	

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**Phone:** 617 6354569  
**Email:** joey.chan@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 12/05/2018 15:07:44 EST  
**Total Bid Amount:** 25,522.00

## Appendix A - Line Specifications

**Line:** 1 **Item ID:** **Line Qty:** 2 **UOM:** Each  
**Description:** Interior cooling only 2.5 ton wall mount ductless air conditioning unit for Whidden Hospital, reference Mitsubishi Model #PKA-A30KA7 or approved equal

### Item Specifications

**Manufacturer:**  
**Mfg Item ID:**  
**Item Length:** 0 **Item Height:** 0  
**Item Width:** 0 **Dimension UOM:**  
**Item Volume:** 0 **Volume UOM:**  
**Item Weight:** 0 **Weight UOM:**  
**Item Size:** **Item Color:**

### Shipping Information

**Schedule:** 1 **Ship To:** Everett Police Department  
**Quantity:** 2 Everett Police Department  
**Due Date:** 12/16/2018 45 Elm Street  
**Freight Terms:** Attn Deputy Chief David Butler  
**Ship Via:** Federal Express MA 02149  
United States

**Line:** 2 **Item ID:** **Line Qty:** 2 **UOM:** Each  
**Description:** Exterior condensing unit, reference Mitsubishi Model #PUY-A30NHA7 or approved equal

### Item Specifications

**Manufacturer:**  
**Mfg Item ID:**  
**Item Length:** 0 **Item Height:** 0  
**Item Width:** 0 **Dimension UOM:**  
**Item Volume:** 0 **Volume UOM:**  
**Item Weight:** 0 **Weight UOM:**  
**Item Size:** **Item Color:**

### Shipping Information

**Schedule:** 1 **Ship To:** Everett Police Department  
**Quantity:** 2 Everett Police Department  
**Due Date:** 12/16/2018 45 Elm Street  
**Freight Terms:** Attn Deputy Chief David Butler  
**Ship Via:** Federal Express MA 02149  
United States

**Line:** 3 **Item ID:** **Line Qty:** 1 **UOM:** Each  
**Description:** Furnish (2) 30 amp 1 phase 208-230 volt circuit and disconnect to exterior condenser unit; Furnish and install (2) 20 amp 1 phase circuit to interior air handler



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00006253	Sell	RFx	16
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
HVAC install at Whidden Hospital			
<b>Start Time</b>		<b>Finish Time</b>	
11/27/2018 15:00:00 EST		12/07/2018 15:00:00 EST	

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One City Hall  
Room 808  
Boston MA 02201  
United States

**Contact:** Chan,Joey  
**Phone:** 617 6354569  
**Email:** joey.chan@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 12/05/2018 15:07:44 EST  
**Total Bid Amount:** 25,522.00

### Item Specifications

<b>Manufacturer:</b>		<b>Item Height:</b>	0
<b>Mfg Item ID:</b>		<b>Dimension UOM:</b>	
<b>Item Length:</b>	0	<b>Volume UOM:</b>	
<b>Item Width:</b>	0	<b>Weight UOM:</b>	
<b>Item Volume:</b>	0	<b>Item Color:</b>	
<b>Item Weight:</b>	0		
<b>Item Size:</b>			

### Shipping Information

<b>Schedule:</b>	1	<b>Ship To:</b>	Everett Police Department
<b>Quantity:</b>	1		Everett Police Department
<b>Due Date:</b>	12/16/2018		45 Elm Street
<b>Freight Terms:</b>			Attn Deputy Chief David Butler
<b>Ship Via:</b>	Federal Express		MA 02149
			United States

**Line:** 4    **Item ID:**    **Line Qty:** 1    **UOM:** Each  
**Description:** Furnish HVAC piping, and HVAC condensate pump

### Item Specifications

<b>Manufacturer:</b>		<b>Item Height:</b>	0
<b>Mfg Item ID:</b>		<b>Dimension UOM:</b>	
<b>Item Length:</b>	0	<b>Volume UOM:</b>	
<b>Item Width:</b>	0	<b>Weight UOM:</b>	
<b>Item Volume:</b>	0	<b>Item Color:</b>	
<b>Item Weight:</b>	0		
<b>Item Size:</b>			

### Shipping Information

<b>Schedule:</b>	1	<b>Ship To:</b>	Everett Police Department
<b>Quantity:</b>	1		Everett Police Department
<b>Due Date:</b>	12/16/2018		45 Elm Street
<b>Freight Terms:</b>			Attn Deputy Chief David Butler
<b>Ship Via:</b>	Federal Express		MA 02149
			United States



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00006253	Sell	RFx	17
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
HVAC install at Whidden Hospital			
<b>Start Time</b>		<b>Finish Time</b>	
11/27/2018 15:00:00 EST		12/07/2018 15:00:00 EST	

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**Contact:** Chan,Joey  
**Phone:** 617 6354569  
**Email:** joey.chan@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 12/05/2018 15:07:44 EST  
**Total Bid Amount:** 25,522.00

## Appendix B - Bid Responses

### General Questions

Question	Response
----------	----------

Please review the below instructions for responding to this bid.

#### IF RESPONDING ONLINE THROUGH THE SUPPLIER PORTAL:

Please answer the questions asked in this bid event, including any file attachment uploads. Certain questions will require an answer in order to submit your response, while other questions are optional when they pertain to your company. Some questions require a specific answer which will be identified to you. You will be warned of disqualification if you answer with an unacceptable answer prior to submission.

Provide a price quote for all requested line items. In some cases, you may indicate that you are declining to bid on a certain line item by clicking the 'No Bid' checkbox.

After answering the questions and listing your price quotes, you may click the "Validate Entries" button to perform a check to determine if you've responded to all required elements of the bid response. When all required fields are complete and you are ready to submit your bid response to The City of Boston click the "Submit Bid" button. When you click "Submit Bid" it may take a moment for the system to process your bid response. Once it is successfully processed, you will receive a Bid Confirmation message confirming that your bid was submitted. You will also receive an e-mail confirming your bid submission. If you do not receive a Bid Confirmation screen and email, please review your bid and be sure you press the Submit Bid button. If you go back to make any edits to your bid, note that the "Save For Later" button will remove your bid from Submitted status so be sure to press the "Submit Bid" button after the edits are complete. Your bid will not be considered until it is officially submitted.

#### IF RESPONDING THROUGH A HARD-COPY PAPER PACKAGE:

Please answer all questions asked in this bid event, including inserting any requested file attachments. Certain questions require an answer in order to be considered a valid response.

Be sure to answer every question that is labeled with the phrase "RESPONSE REQUIRED: YES". Some questions may require a specific answer which will be identified to you. Those questions will be labeled as "MANDATORY RESPONSE REQUIRED: YES". Bid submissions must include the mandatory response to be eligible for award.

Provide a price quote for all requested line items. In some cases, you may indicate that you are declining to bid on a certain line item by clicking the 'No Bid' checkbox.

#### BID EVENT AND CONTRACT TERMS AND CONDITIONS

I confirm that I have read, fully understand, and agree to comply with all terms and conditions that are associated with this bid event and the eventual contract.

If responding electronically through the Supplier Portal, please click the "View Associated Terms" to access the Standard Contract General Conditions.

For vendors who submit paper-based responses, the Standard Contract General Conditions will be listed below.

I Agree



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00006253	Sell	RFx	18
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
HVAC install at Whidden Hospital			
<b>Start Time</b>		<b>Finish Time</b>	
11/27/2018 15:00:00 EST		12/07/2018 15:00:00 EST	

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

**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States

**Contact:** Chan,Joey  
**Phone:** 617 6354569  
**Email:** joey.chan@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 12/05/2018 15:07:44 EST  
**Total Bid Amount:** 25,522.00

Question	Response
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**BID SUBMISSION TERMS AND CONDITIONS**

Before submitting any bids, the bidders shall fully inform themselves in regard to all conditions pertaining to the solicitation and all required terms and conditions for carrying out the contract. By filing a bid, the bidders do thereby represent that they have so informed themselves. This solicitation hereby expressly incorporates by reference any and all documents referred to therein, including without limitation the Advertisement, the Purchase Description and Specifications, the Evaluation Criteria, the City of Boston Standard Contract General Conditions, all other contractual terms and conditions applicable to the solicitation, and any addenda to the solicitation.

By submitting this response, the bidder certifies, under the pains and penalties of perjury, that it has submitted a response to this solicitation that is the bidder's offer to this solicitation. The City of Boston's Standard Contract General Conditions and all additional terms and conditions included in the solicitation and any addenda thereto shall be deemed accepted by the bidder and included as part of the final contract. The submitter attests that s/he is an agent of the bidder with authority to submit this bid on the bidder's behalf, and that s/he has read and assented to all of the solicitation terms.

The bidder 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.

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

Bidders are solely responsible for obtaining all information distributed for this solicitation and it is each bidder's responsibility to check for any addenda or modifications to this solicitation. The City of Boston accepts no responsibility and will provide no accommodation to bidders who submit a response based on an out-of-date solicitation or on information received from a source other than the City of Boston. It is the bidder's responsibility to keep the bidder's contact information current.

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

Online bidders must, if notified of contract award and if requested by the City of Boston, submit any contract documents, or any documents submitted or included as part of the solicitation, on paper with original ink signatures unless otherwise specified, within ten (10) calendar days of such a request.

**\*\*Approved as to form by Corporation Counsel June 2012\*\***

Do you agree to these bid submission terms and conditions?

[I Agree](#)

I certify 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.

Electronic responders on the Supplier Portal: Please type your name in the Response location below to certify.

Paper-based responders: Please sign your name in the Response box provided.

[Eric Johnson](#)



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00006253	Sell	RFx	19
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
HVAC install at Whidden Hospital			
<b>Start Time</b>		<b>Finish Time</b>	
11/27/2018 15:00:00 EST		12/07/2018 15:00:00 EST	

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

**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States

**Contact:** Chan,Joey  
**Phone:** 617 6354569  
**Email:** joey.chan@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 12/05/2018 15:07:44 EST  
**Total Bid Amount:** 25,522.00

Question	Response
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CITY OF BOSTON'S CORI POLICY COMPLIANCE

The City of Boston is subject to City of Boston Code, Chapter 4, section 7 (click the View Associated Terms link below to view), 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 persons with criminal backgrounds through the Criminal Offender Record Information (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.

Instructions for Responding to the CORI Compliance Bid Factor:  
A vendor should not select option 1 unless it performs NO CORI checks on any applicant.  
A vendor that selects option 2 certifies, under penalties of perjury, that its CORI policy is consistent with the standards set by the City of Boston (click the View Associated Terms link below to view). A vendor with a CORI policy that does not conform to the City of Boston standards must select option 3. Vendors that select option 3 will not be permitted to enter into contracts with the City of Boston, absent a waiver, as provided in City of Boston Code, Chapter 4, section 7.4.

All vendors must select one of the 3 options below as to its use of CORI checks, under penalties of perjury:

CORI checks are consistent with C

### EXCLUDED OR DEBARRED PARTIES CERTIFICATION

The City of Boston will not enter into a business relationship with persons or entities currently debarred or suspended from procurement by the federal or state government or the City of Boston.

I certify that the person(s) or entity(ies) responding to this procurement are not debarred, suspended, proposed for debarment, or otherwise declared ineligible from doing business with the federal or state government or the City of Boston, and that such person(s) or entity(ies) are not listed as debarred or excluded parties under the federal government's System for Award Management (www.sam.gov) or the Commonwealth of Massachusetts' Debarment lists (http://www.mass.gov/anf/budget-taxes-and-procurement/procurement-info-and-res/conduct-a-procurement/procurement-considerations/vendor-debarment.html).

Y

Legal Form of Business Entity. The bidder/offeror/contractor responding to this Event is a/an:

Corporation

## Line Items

<b>Line:</b> 1	<b>Item ID:</b>	<b>Line Qty:</b> 2	<b>UOM:</b> Each	<b>Bid Qty:</b> 2
<b>Total Line Bid Amount:</b> 9400				
<b>Description:</b> Interior cooling only 2.5 ton wall mount ductless air conditioning unit for Whidden Hospital, reference Mitsubishi Model #PKA-A30KA7 or approved equal				

Question	Response
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What is your bid price for this line?

4700



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00006253	Sell	RFx	20
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
HVAC install at Whidden Hospital			
<b>Start Time</b>		<b>Finish Time</b>	
11/27/2018 15:00:00 EST		12/07/2018 15:00:00 EST	

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

**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States

**Contact:** Chan,Joey  
**Phone:** 617 6354569  
**Email:** joey.chan@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 12/05/2018 15:07:44 EST  
**Total Bid Amount:** 25,522.00

**Line:** 2    **Item ID:**                      **Line Qty:** 2    **UOM:** Each                      **Bid Qty:**   
**Total Line Bid Amount:** 9322  
**Description:** Exterior condensing unit, reference Mitsubishi Model #PUY-A30NHA7 or approved equal

<b>Question</b>	<b>Response</b>
What is your bid price for this line?	4661

**Line:** 3    **Item ID:**                      **Line Qty:** 1    **UOM:** Each                      **Bid Qty:**   
**Total Line Bid Amount:** 3000  
**Description:** Furnish (2) 30 amp 1 phase 208-230 volt circuit and disconnect to exterior condenser unit;  
Furnish and install (2) 20 amp 1 phase circuit to interior air handler

<b>Question</b>	<b>Response</b>
What is your bid price for this line?	3000

**Line:** 4    **Item ID:**                      **Line Qty:** 1    **UOM:** Each                      **Bid Qty:**   
**Total Line Bid Amount:** 3800  
**Description:** Furnish HVAC piping, and HVAC condensate pump

<b>Question</b>	<b>Response</b>
What is your bid price for this line?	3800



1400 Providence Hwy  
Building 3 Suite 3100  
Norwood, MA 02062  
Phone: (844) 575-2001 (Please Note New Toll Free Number)

APPROVED AS ORIGINAL

*SP 6/18/19*

# Invoice

## LAN-TEL(Security)

Date: 6/17/2019  
Invoice No.: 21712

1400 Providence Hwy  
Building 3 Suite 3100  
Norwood, MA 02062

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

Service at: CITY OF BOSTON AUDITING DEPT.  
ONE CITY HALL - ROOM M-4  
BOSTON, MA 02201

*HVAC INSTALL AT  
WHIDDEN HOSPITAL  
103 GARLAND ST., EVERETT, MA*

Customer ID: COBOSAU

Description: Work Order 55510 2 - MAC Work

Reference: Work Order 55510

Terms:

PO Number: 0000697929

Item	Description	Quantity	Unit Price	Amount
06/14/19	1-1	2.00	4,700.00	9,400.00
06/14/19	2-1	2.00	4,661.00	9,322.00
06/14/19	3-1	1.00	3,000.00	3,000.00
06/14/19	4-1	1.00	3,800.00	3,800.00
			<b>Material Subtotal</b>	<b>25,522.00</b>

1-1 Interior cooling only 2.5 ton wall mount ductless air conditioning unit for WhiddenHospital, reference Mitsubishi Model #PKA-A30KA7 or approved equal.

2 • X  
4,700 • =  
9,400 • 00 \*

2-1 Exterior condensing unit,reference Mitsubishi Model #PUY-A30NHA7 or approved equal

9,400 • 00 +  
2 • X

3-1 Furnish (2) 30 amp 1 phase 208-230 volt circuit and disconnect to exterior condenser unit; Furnish and install (2) 20 amp 1 phase circuit to interior air handler

4,661 • =  
9,322 • 00 \*

4-1 Furnish HVAC piping, and HVAC condensate pump

9,322 • 00 +  
1 • X

55940-200-231854-510E-2305-2017-HLS17002

3,000 • =  
3,000 • 00 \*

3,000 • 00 +  
1 • X

3,800 • =  
3,800 • 00 \*

3,800 • 00 +

**25,522.00 \*C**

*OK to pay  
NW 6/25/19*

*OK to pay  
SP 6/18/19*

Subtotal:	25,522.00
Sales Tax:	0.00
<b>Total Due:</b>	<b>25,522.00</b>

*REL: 19SS-00-SHEN  
U16-4.1 PSnet*

Credit Card Payments will incur fee of 3.5%



# CITY OF BOSTON

## STANDARD CONTRACT GENERAL CONDITIONS

### ARTICLE 1 -- DEFINITION OF TERMS:

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

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

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

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

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

### ARTICLE 2 -- PERFORMANCE:

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

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

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

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

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

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

### ARTICLE 4 -- TIME:

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

### ARTICLE 5 -- COMPENSATION:

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

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

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

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

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

### ARTICLE 6 -- RELATIONSHIP WITH THE CITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE 10 -- PROHIBITION AGAINST ASSIGNMENT:

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

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

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

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

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

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

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

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

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

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

ARTICLE 12 -- AVAILABLE APPROPRIATION:

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

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

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

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

ARTICLE 13 -- RELEASE OF CITY ON FINAL PAYMENT:

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

ARTICLE 14 -- PUBLIC RECORDS AND ACCESS

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

ARTICLE 15 -- STATE TAXATION CERTIFICATION:

15.1 Pursuant to M.G.L. c. 62C, s. 49A, the Contractor certifies under penalties of perjury, that to the best of Contractor's knowledge and belief, Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

(NOTE: The Taxpayer Identification Number will be furnished to the Massachusetts Department of Revenue to determine compliance with the above-referenced law).

ARTICLE 16 -- MONIES OWED TO THE CITY:

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

ARTICLE 17 -- BID COLLUSION:

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

ARTICLE 18 -- FORUM AND CHOICE OF LAW:

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

Approved as to form by Corporation Counsel March 2014



MAYOR'S OFFICE OF  
EMERGENCY  
MANAGEMENT

MARTIN J. WALSH  
MAYOR



**FOR LAW DEPARTMENT APPROVAL**

Contract # 40555

March 9, 2015

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

Dear Mr. Mayor,

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

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

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

Respectfully yours,

*Rene Fielding*  
Rene Fielding  
Director

**APPROVED**

**Martin J. Walsh  
Mayor of Boston**

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

**APPROVED  
LAW DEPARTMENT**

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

*emo*

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

03/06/2015  
(Current Date)

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

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

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

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

Attest:

(Affix Corporate Seal Here)

Kate Waldron  
(Clerk) (Secretary) of the Corporation

**CITY OF BOSTON**  
**CONTRACTOR CERTIFICATION**

To the Official, acting in the name and on behalf of the City of Boston

- A. The undersigned agrees to furnish all labor and materials and to perform all work required for:

Enhancements to the MBHSR CIMS camera system

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in accordance with the terms of the accompanying contract documents.

- B. The Contractor is a/an:

Corporation

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

---

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

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

Corporation is incorporated in the State of MA

President is Joseph H. Bodio

Treasurer is Joseph H. Bodio

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

(City, State and Zip Code)

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

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

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

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

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

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

 \_\_\_\_\_

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

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

or group of individuals.

Contractor: LAN-TEL Communications, Inc.

By:   
(Sign Here)

Title: President/CEO

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

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

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

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

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

(PUB JUNE 2014)

**CERTIFICATE FOR "NO RISK" CONTRACTS**

**TO:** CORPORATION COUNSEL

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

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

LAN-TEL Communications, Inc.  
Vendor/Contractor

for

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

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

  
Awarding Authority/Official

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

**CM FORM 15A**

**CORI COMPLIANCE**

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

**CERTIFICATION**

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

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

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

  
Signature

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

**NOTE:**

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

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

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

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

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

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

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

## **CM FORM 15B**

### **CORI COMPLIANCE STANDARDS**

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

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

APPROVED AS TO FORM BY CORPORATION COUNSEL JUNE 2014

(PUB June 2014)

**CM FORM 16**

**WAGE THEFT PREVENTION**

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

**CERTIFICATION**

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

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

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

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

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

  
Signature

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

**Instructions for Completing CM Form 16:**

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

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

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



# CITY OF BOSTON JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION • (617) 918-5259

## COVERED VENDORS LIVING WAGE AGREEMENT

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

**Part 1: Covered Vendor (or Subcontractor) Information:**

Name of Vendor: LAN-TEL Communications, Inc.

Local Contact Person: Kate Waldron

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

Telephone #: 781.352.4134 Fax #: 781.551.8667

E-Mail: kwaldron@lan-tel.com

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

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

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

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

B. Total number of Covered Employees: 95

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

D. Number of Covered Employees who are minorities: 13

E. Number of Covered Employees who are women: 11

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

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

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

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

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

**Describe the potential for advancement and raises for Covered Employees:**

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

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

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

**Part 5: Service Contracts:**

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

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

**NOTE:** Any Covered Vendor awarded a Service Contract must notify the Contracting Department within three (3) working days of signing a Service Subcontract with a Vendor.

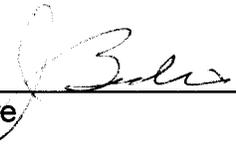
**IMPORTANT:** Please print in ink or type all required information. Assistance in completing this Form may be obtained by calling, The Living Wage Administrator, The Living Wage Division of the Office Of Jobs And Community Services, telephone: (617) 918-5259 or your Contracting Department.

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

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

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

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

  
 \_\_\_\_\_  
 Signature

\_\_\_\_\_  
 March 13, 2015  
 Date

\_\_\_\_\_  
 President/CEO  
 Position with Covered Vendor



# CITY OF BOSTON JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION • (617) 918-5259

## VENDORS LIVING WAGE AFFIDAVIT

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

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

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

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

### Part 1: VENDOR INFORMATION:

Name of Vendor: LAN-TEL Communications, Inc.

Contact Person: Kate Waldron

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

Telephone #: 781.551.8599 Fax #: 781.551.8667

E-Mail: kwaldron@lan-tel.com

### Part 2: CONTRACT INFORMATION:

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

Contracting Department: Mayor's Office of Emergency Management

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

Length of Contract:  1 year  2 years  3 years  Other: \_\_\_\_\_ (years)

**PART 3: ADDITIONAL INFORMATION**

Please answer the following questions regarding your company or organization:

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

For Profit                       Not For Profit

2. Total number of "FTE" employees which you employ: 125

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

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

Yes                                       No

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

**PART 4: EXEMPTION FROM BOSTON JOBS AND LIVING WAGE ORDINANCE**

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

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

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

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

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

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

- Service Contract
- Subcontract

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

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

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**GENERAL WAIVER ATTACHMENTS:**

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

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

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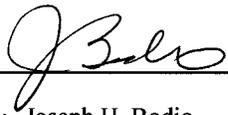


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**PART 6: VENDOR AFFIDAVIT:**

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

Signed under the pains and penalties of perjury.

SIGNATURE:  DATE: 03/06/2015

PRINTED NAME: Joseph H. Bodio

TITLE: President/CEO

[View assistance for Search Results](#)

## Search Results

### Current Search Terms: lan-tel communications\*

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

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

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

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

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SAM | System for Award Management 1.0

IBM v1.P.24.20150116-1831



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

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

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

### Contract Summary

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

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

### Benefits and Cost Savings

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

### Who Can Use This Contract?

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

**Eligible Entities:**

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

## Compliance with Construction Law

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

## How to Use the Contract

### Process for Ordering

#### Multiple Quotes

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

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

#### Exceptions to the Multiple Quote Requirement

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

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

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

#### Prevailing Wage

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

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

## Statement of Work

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

### Important Elements of the Statement of Work:

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

## Additional Requirements

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

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

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

## **Negotiation**

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

## **Pre-Installation**

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

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

## **Installation**

### **Compliance with Regulatory Requirements**

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

### **Cabling and Cable Associated Hardware**

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

### **Labels with Warranty Period**

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

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

## **Post-Installation**

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

## Anticipated Service Disruption

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

## Training & Training Materials

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

## Software Licenses

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

## Service Maintenance Plans

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

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

## Product Warranty

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

## Pricing

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

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

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

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

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

### Strategic Sourcing Services Team (SSST)

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

### Summary of Where to Obtain Important Contract Information

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

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

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

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



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

Vendor	MBPO #	Category 1: Catalog Sales	Category 2: Security Equipment, Systems, and Related	Category 2A: Security Monitoring Services	Category 3: Locks, Accessories, and Related Equipment	Contact Name	Contact Email
Signet Electronic Systems, Inc.	PO-14-1080-OSD01-OSD10-00000000121		X			Daniel Chauvin	<a href="mailto:daniel.chauvin@signetgroup.net">daniel.chauvin@signetgroup.net</a>
Stanley Convergent Security Solutions, Inc.	PO-14-1080-OSD01-OSD10-00000001405		X	X		Charles Patsios	<a href="mailto:charles.patsios@sbdinc.com">charles.patsios@sbdinc.com</a>
Stone & Berg Company, Inc.	PO-14-1080-OSD01-OSD10-00000000123	X				Jennie Pagano	<a href="mailto:stoneandberg@aol.com">stoneandberg@aol.com</a>
Sullivan and McLaughlin	PO-14-1080-OSD01-OSD10-00000000125		X			Will Bissonnette	<a href="mailto:wbissonnette@sullymac.com">wbissonnette@sullymac.com</a>
Surveillance Specialties, Ltd.	PO-14-1080-OSD01-OSD10-00000000128		X		X	Michael A. DeVita III	<a href="mailto:michael.devita3@securadync.com">michael.devita3@securadync.com</a>
Tyco Integrated Security LLC	PO-14-1080-OSD01-OSD10-00000000130	X	X	X		Kenneth Poole	<a href="mailto:kpoole@tyco.com">kpoole@tyco.com</a>
Valley Communications Systems, Inc.	PO-14-1080-OSD01-OSD10-00000000132		X			Ken MacLeod	<a href="mailto:kenm@valleycommunications.com">kenm@valleycommunications.com</a>
Wayne Alarm Systems, Inc.	PO-14-1080-OSD01-OSD10-00000000133		X	X		Jeff Kahn	<a href="mailto:jkahn@waynealarm.com">jkahn@waynealarm.com</a>



# STANDARD CONTRACT AMENDMENT CITY OF BOSTON

*Handwritten initials*

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

### Original Contract Details

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

### Amendment Details

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

### Contract Signatures

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

APPROVED:

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

ASSENTED TO (IF APPLICABLE):

*Handwritten date: 3/13/17*

Surety Company  
By: Attorney-in-Fact

(Affix Surety Company Corporate Seal)



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



Contract # 40555

February 8, 2017

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

Dear Mr. Mayor,

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

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

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

Respectfully yours,

Rene Fielding  
Director

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

February 3, 2017

(Current Date)

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

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

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

Joseph H. Bodio

(Name)

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

Attest:

(Affix Corporate Seal Here)



(Clerk) (Secretary) of the Corporation



## How to Use the FAC64 Security, Surveillance, Monitoring and Access Control Systems Statewide Contract

<b>Contract #:</b> FAC64	<b>Contract Duration:</b> 06/01/2013 – 5/31/2018
<b>MMARS #:</b> FAC64*	<b>Options to Renew:</b> One option for 2-year renewal
<b>Contract Manager:</b>	Stephen Lyons – 617-720-3373 <a href="mailto:steve.lyons@state.ma.us">steve.lyons@state.ma.us</a>
<b>This contract contains:</b>	Small Business Purchasing Program (SBPP), Prompt Payment Discounts (PPD), and Supplier Diversity Office (SDO) Contractors
<b>UNSPSC:</b>	46-17-00
<b>Last change date:</b>	January 19, 2017

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<u><a href="#">Contract Summary</a></u>	<u><a href="#">Where to Obtain Contract Information</a></u>
<u><a href="#">Compliance with Construction Law</a></u>	<u><a href="#">How to Place an Order in COMMBUYS</a></u>
<u><a href="#">Pricing</a></u>	<u><a href="#">Contractor Requirements</a></u>
<u><a href="#">Quoting</a></u>	<u><a href="#">Contractor Table</a></u>



### Contract Summary

This contract covers the acquisition of Security Systems and Related Services to include, but not limited to, Video, Access Control, Integrated Video Management, Visitor Management, Locks, Alarms, Monitoring Services/Systems, Catalog Sales, Service, and Maintenance. There are three categories and one subcategory available:

Category	Category Name
1	Catalog Sales
2	Security Equipment, Systems, and Related Services
2A	Security Monitoring Services
3	Locks, Accessories, and Related Equipment

### Who Can Use This Contract?

**Applicable Procurement Law:** MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00

**Eligible Entities:**

1. Cities, towns, districts, counties, and other political subdivisions;
2. Executive, Legislative, and Judicial branches, including all Departments and elected offices therein;
3. Independent public authorities, commissions, and quasi-public agencies;
4. Local public libraries, public school districts, and charter schools;
5. Public Hospitals owned by the Commonwealth;
6. Public institutions of high education;
7. Public purchasing cooperatives;
8. Non-profit, UFR-certified organizations that are doing business with the Commonwealth;
9. Other States and Territories with no prior approval by the State Purchasing Agent required; and
10. Other entities when designated in writing by the State Purchasing Agent.

### Benefits and Cost Savings

- Competitive hourly wage rates
- Competitive discounts on equipment
- Prompt Payment Discounts
- Multiple Contractors in each category to allow additional savings through quoting



OPERATIONAL SERVICES DIVISION

Contractor	MBPO	Categories				Contact	Phone	Email
		1	2	2A	3			
(J&M Brown Company, Inc.) Spectrum Integrated Technologies	PO-14-1080-OSD01-OSD10-0000000098		X			Steven A. Feldman	617-522-8800	<a href="mailto:sfeldman@spectrumit.com">sfeldman@spectrumit.com</a>
Lan-Tel Communications, Inc.	PO-14-1080-OSD01-OSD10-0000000102		X			Kate Waldron	781-551-8599	<a href="mailto:kwaldron@lan-tel.com">kwaldron@lan-tel.com</a>
MEC Technologies LLC	PO-14-1080-OSD01-OSD10-0000000104		X			James Brookshire	978-935-3118	<a href="mailto:jbrookshire@themecteam.com">jbrookshire@themecteam.com</a>
Minuteman Security Technologies	PO-14-1080-OSD01-OSD10-0000000110		X	X	X	Joseph Lynch	978-783-0018	<a href="mailto:jlynch@minutemanst.com">jlynch@minutemanst.com</a>
NET Technologies, Inc.	PO-14-1080-OSD01-OSD10-0000000111		X			Steven Capolupo	978-517-4123	<a href="mailto:scapolupo@ntisys.com">scapolupo@ntisys.com</a>
Pasek Corporation	PO-14-1080-OSD01-OSD10-0000000112			X	X	David Alessandrini	617-269-7110	<a href="mailto:dalessandrini@pasek.com">dalessandrini@pasek.com</a>
Red Hawk Fire & Security, LLC	PO-14-1080-OSD01-OSD10-0000000115		X			Lisa Wallace	508-967-1616	<a href="mailto:lisa.wallace@redhawkus.com">lisa.wallace@redhawkus.com</a>
Setronics Corp	PO-14-1080-OSD01-OSD10-0000000117		X			Greg Riedel	978-671-5450	<a href="mailto:griedel@setronics.com">griedel@setronics.com</a>
Siemens Industry Inc.	PO-14-1080-OSD01-OSD10-0000000119		X			Jonathan Hipsh	857-205-7598	<a href="mailto:jonathan.hipsh@siemens.com">jonathan.hipsh@siemens.com</a>
Signet Electronic Systems, Inc.	PO-14-1080-OSD01-OSD10-0000000121		X			Daniel Chauvin	781-871-5888	<a href="mailto:daniel.chauvin@signetgroup.net">daniel.chauvin@signetgroup.net</a>
Stanley Convergent Security Solutions, Inc.	PO-14-1080-OSD01-OSD10-00000001405		X	X		Jennifer Miller	317-703-1510	<a href="mailto:jennifer.miller@sbdinc.com">jennifer.miller@sbdinc.com</a>
Stone & Berg Company, Inc.	PO-14-1080-OSD01-OSD10-0000000123	X				Jennie Pagano	508-753-3551	<a href="mailto:stoneandberg@aol.com">stoneandberg@aol.com</a>
Sullivan and McLaughlin	PO-14-1080-OSD01-OSD10-0000000125		X			Will Bissonnette	617-474-0500 ext. 259	<a href="mailto:wbissonnette@sullymac.com">wbissonnette@sullymac.com</a>
Surveillance Specialties, Ltd.	PO-14-1080-OSD01-OSD10-0000000128		X		X	Michael A. DeVita III	781-760-5148	<a href="mailto:michael.devita3@securadyne.com">michael.devita3@securadyne.com</a>
Tyco Integrated Security LLC	PO-14-1080-OSD01-OSD10-0000000130	X	X	X		Kenneth Poole	781-355-5620	<a href="mailto:kpoole@tyco.com">kpoole@tyco.com</a>
Valley Communications Systems, Inc.	PO-14-1080-OSD01-OSD10-0000000132		X			Ken MacLeod	413-592-4136	<a href="mailto:kenm@valleycommunications.com">kenm@valleycommunications.com</a>
Wayne Alarm Systems, Inc.	PO-14-1080-OSD01-OSD10-0000000133		X	X		Jeff Kahn	781-595-0000	<a href="mailto:jkahn@waynealarm.com">jkahn@waynealarm.com</a>



## Compliance with Construction Law

Eligible Entities should consult their legal counsel for assistance determining whether installation work includes construction as defined by M.G.L. c.149 or M.G.L. c.30, §39M.

If installation of the system is deemed to include construction, the construction work done under this contract is limited to \$50,000 or less.

## MGL Title XXI, Chapter 149, Section 27D

### Section 27D: "Construction" and "constructed" defined

Section 27D. Wherever used in sections twenty-six to twenty-seven C, inclusive, the words "construction" and "constructed" as applied to public buildings and public works shall include additions to and alterations of public works, the installation of resilient flooring in, and the painting of, public buildings and public works; certain work done preliminary to the construction of public works, namely, soil explorations, test borings and demolition of structures incidental to site clearance and right of way clearance; and the demolition of any building or other structure ordered by a public authority for the preservation of public health or public safety.

<https://malegislature.gov/Laws/GeneralLaws/PartI/TitleXXI/Chapter149/Section27D>

## Prevailing Wage

All work under Category 2 is subject to prevailing wage and work under Category 3 may or may not be subject to prevailing wage pursuant to M.G.L. c. 149, depending on the nature of the work. Public entities that utilize this contract will be considered the "awarding authority". Eligible Entities must provide Contractors a copy of the current prevailing wage rates at the time of quote request. The awarding authority has the legal obligation to request a prevailing wage schedule from the Department of Labor Standards (DLS) at [mass.gov/lwd/labor-standards/](http://mass.gov/lwd/labor-standards/) or by calling the DLS Prevailing Wage Program at 617-626-6975.

Contractors are responsible for complying with the Prevailing Wage law; however the maximum rates at which Contractors may invoice for labor are specified in the cost tables attached to each Contractor's MBPO in COMMBUYS.

## Prevailing Wage Schedules

Eligible Entities are responsible for requesting the prevailing wage schedule from the Department of Labor Standards (DLS). Contractors are not responsible for supplying a prevailing wage schedule and are not authorized to request the prevailing wage schedule on behalf of the Eligible Entity.

To begin your request for a prevailing wage schedule, or to learn more information about the prevailing wage, visit the DLS website: <http://www.mass.gov/lwd/labor-standards/prevailing-wage-program/>



## Pricing

### Equipment, Materials and Supplies

Pricing is based on a discount percentage off the current catalog/price list. The Commonwealth and Eligible Entities reserve the right to request a copy of the catalog or price list at any time. Contractors must post the current catalog/price list on their website dedicated to FAC64. The Discount percentage will be firm through the initial term of the contract. However, Contractors may increase the discount offered at any time by contacting the OSD Contract Manager. Additionally, Contractors may offer additional discounts to Eligible Entities on a case-by-case basis.

### Price Files/Discount Rates

Price files are posted as attachments to each Contractor's Master Blanket Purchase Order (MBPO) on COMMBUYS. To view each Contractor's MBPO please follow the instructions for "[How to find FAC64 MBPOs in COMMBUYS](#)" on page 6 in this user guide. Additionally you may review the [Contractor Table](#) on pages 13 and 14 which has direct links to the public view of each Contractor's MBPO. "Public view" means you may access the MBPO without being logged into COMMBUYS. Contractor price files may be downloaded from the public view or from being logged into COMMBUYS.

### Labor Rates

Contractors have provided hourly rates for non-prevailing wage positions and mark-ups over prevailing wage for prevailing wage positions. Mark-ups over prevailing wage are **ceiling mark-ups** and hourly rates are **ceiling rates**; both will remain firm for the initial term of the contract. Contractors may decrease mark-ups or hourly rates at any time by contacting the OSD Contract Manager. Additionally, Contractors may offer discounted rates to Eligible Entities on a case-by-case basis.

**Note regarding locksmith work under Category 3:** Per the Massachusetts Department of Labor Standards, when covered by the prevailing wage, locksmith work falls under the carpenter rate.

### Referencing the Statewide Contract

In order to ensure that you receive all the benefits and savings associated with the statewide contract, **BUYERS SHOULD ALWAYS REFERENCE THE STATEWIDE CONTRACT AND DOCUMENT NUMBER FAC64** when opening an account and placing an order with a Contractor.



## Quoting

### Multiple Quotes for Construction

Eligible Entities must solicit quotes from at least three (3) Contractors for any work that will involve construction. The minimum requirement is that Eligible Entities *contact* at least three (3) Contractors for quotes; you are not required to receive responses from all three (3) contacted Contractors. Please note specific requirements that apply, depending upon the scope of your bid, below.

**When construction or construction-related services are less than \$10,000:**

Buyer may select a Contractor based on sound business practices/best value.

**When construction or construction-related services are between \$10,000 and \$50,000:**

Buyer must receive two (2) written responses and must award to *lowest* responsible bidder.

**Tip:** Buyers should request that Contractors itemize their quotes so that the construction and/or construction-related services are isolated and easily identifiable.

### Quotes NOT Including Construction

Buyer may select Contractor based on sound business practices/best value.

### Quotes for Catalog Sales in Category 1 or Category 3

Eligible Entities may review the price files for Contractors in Category 1 to determine the net cost of the equipment they are interested in. Checking a Contractor's price file will constitute as a quote for Category 1. Eligible Entities may also review price files for Category 3 when purchasing products/material only (no installation/construction service involved).

Many times Contractors are willing to offer additional discounts, so checking with each Contractor directly is strongly encouraged.



## Where to Obtain Important Contract Information

Contract users may access FAC64 documents and information via [COMMBUYS](#). Each category has a COMMBUYS MBPO which contains contract documents. Direct links to each category MBPO are at the bottom of this page. Each category MBPO is setup with solicitation enabled to allow buyers to solicit quotes from the Contractors within the category. In addition to the category MBPOs, each Contractor has a unique MBPO.

### How to find FAC64 MBPOs in COMMBUYS from Public View:

1. Click on "Contract & Bid Search"
2. Select "Contracts/Blankets"
3. Enter "FAC64" in the "Contract/Blanket" Description field
4. Click "Find It"
5. Click on Contractor or category MBPO link

### How to find FAC64 MBPOs in COMMBUYS if you are logged in:

1. Sign into COMMBUYS
2. Type "FAC64" into the search bar at the top of the page
3. Select "Contract/Blankets" from the drop-down menu that displays "Catalog"
4. Click the magnifying glass to search
5. Click on Contractor or category MBPO link

OR

1. Sign into COMMBUYS
2. Click "Advanced" at the top of the page, to the right of the search bar
3. Select Document Type "Contracts/Blankets"
4. Type "FAC64" into the "Description" and click "Search" or hit enter
5. Click on Contractor or category MBPO link

### Category MBPOs

Each category MBPO is setup to allow buyers to solicit quotes from multiple vendors within the category. Buyers need to be logged into COMMBUYS to utilize the solicitation enabled feature.

Direct links to the public view of each MBPO are available below.

Category	MBPO Link
1	<a href="#">PO-17-1080-OSD03-SRC3-9509</a>
2	<a href="#">PO-17-1080-OSD03-SRC3-9506</a>
2A	<a href="#">PO-17-1080-OSD03-SRC3-9511</a>
3	<a href="#">PO-17-1080-OSD03-SRC3-9512</a>



## How to place an order in COMMBUYS:

Once your quote or item selections have been prepared a Purchase Order (called a Release Requisition on COMMBUYS) must be placed in COMMBUYS. Instructions for “How to Create a Release Requisition and Purchase Order” can be found on a Job Aid in the COMMBUYS section of the OSD website ([Job Aids for Buyers](#)).

## COMMBUYS Line Items

Each MBPO for this contract is setup in COMMBUYS with category line items at \$0.00. When you create your Release Requisition in COMMBUYS you will need to change the dollar amount to the quoted dollar amount you will pay for your Purchase Order. You should also edit the item description at this time to include the quote number, product information, or any other type of note you wish to add to the order.

## COMMBUYS Solicitation Enabled MBPOs

Each category has a solicitation enabled MBPO page to allow for more convenient quoting. To utilize these MBPO pages, buyers must begin by creating a Release Requisition, checking off the “Solicitation Enabled” box, and select “Release” as the Requisition Type. Buyers will then click on the “Items” tab, click “Search Items” at the bottom, click to expand the “Advanced Search” option, enter “FAC64” as description, and click “Find It” to bring up each category’s solicitation enabled MBPO page.

## Updated COMMBUYS Line Items (October 2016)

Contractors in Categories 1 and 3 may now list individual products as line items in COMMBUYS. Buyers may now get results when they search for specific items. Please note however that not all Contractors have included product line items. To maximize options buyers should issue a request for quote to all Contractors in the category they are utilizing. Each Contractor MBPO has a \$0.00 line item for submitting Purchase Orders based on quoted pricing.

## How to search for FAC64 products in COMMBUYS:

1. Sign into COMMBUYS
2. Use the search bar at the top of the page to type in a product (keep “Catalog” in the drop-down menu)
3. Click the magnifying glass to search

*Please note: pricing will appear in 2 formats: **MSRP price** or **FAC64 price***

***MSRP price** will appear as a price with a discount percentage in parenthesis.*

*Example: \$1,000 / EA (discount 10.0%)*

*\* Buyers can calculate the price by reducing the MSRP by the discount percentage. The price will automatically change once the item is added to a requisition.*

***FAC64 price** will appear with a 0% discount and is already calculated for FAC64.*

*Example: \$1,000 / EA (discount 0.0%)*



## Statement of Work

Eligible Entities should provide a clear Statement of Work to the Contractors at the time of the request for quote. The following are some elements to consider including in a statement of work:

### Important Elements of the Statement of Work:

- Reference to the Statewide Contract FAC64
- Prevailing wage sheets, as applicable to the job
- Work schedules and performance dates
  - Release Date of the Request for Quote
  - Walkthrough requirements, if required
  - Response Date of Request for Quote
  - Date of Contractor Selection
- Responsibilities of the Contractor
  - Agrees to fulfill all provisions of the FAC64 statewide contract
  - Responsible for complete design, measurements, and drawings
  - Delivery, installation, testing, training, design and start up
  - Replace, modify, or upgrade existing hardware as necessary
  - Include the cost of any software licenses in bid
- Whether sub-Contractors will be allowed
- Eligible Entity Reserves right to negotiate and modify requirements with awarded Contractor
- Submittal Requirements
  - Narrative – how proposer will complete scope of work
  - Estimated timeline from release of purchase order to system live
  - Drawing Requirements
- Service/Maintenance Agreements
  - Response time guarantees desired
- Up time guarantees



## **Contractor Requirements**

### **No surcharges**

In general, no transportation, fuel, energy, insurance or any other surcharges will be allowed throughout the duration of the contract(s). However, for work done in Dukes or Nantucket Counties, Contractors may bill for reasonable third party travel expenses beyond normal commuting to and from the state or other Eligible Entity work site for services not covered by on-site warranty, service calls and/or a contracted maintenance plan. This includes the cost of a ferry to and from Dukes or Nantucket Counties. The definition of reasonable rates means those that are commercially available and competitive with other services companies.

### **No pre-payments**

Contractor must not request any form of pre-payments by the Eligible Entity before the service is rendered. For special projects implemented in phases, by mutual agreement of the Eligible Entity and the Contractor, invoices must be issued after each phase is completed to the Eligible Entity's satisfaction.

### **Delivery**

Contractor(s) must deliver equipment and/or supplies statewide, including the islands. Delivery must be F.O.B. destination with no delivery or travel expenses paid by the Eligible Entity, with the exception noted for Dukes and Nantucket Counties.

### **Negotiation**

Eligible Entities have the right to negotiate pricing or other aspects of purchases within the scope of the contract and are encouraged to do so.

### **Pre-Installation**

It is the Contractor's responsibility, prior to delivery, to survey and review the particular installation location to ensure the existing proposed location will meet the manufacturer's established installation criteria. Should the proposed installation location not meet established installation criteria, the Contractor and the Eligible Entity will attempt to locate an alternate mutually agreeable location for the equipment at the particular site.

Contractors not familiar with any location are strongly advised to personally view those locations prior to delivery. A lack of familiarity with an installation location will in no way relieve a Contractor from its responsibility to fulfill its contractual obligations.



## **Installation**

### **Compliance with Regulatory Requirements**

Contractor must maintain full compliance with all Regulatory Licensure Boards' (State Board of Electrical Examiners, Department of Public Safety) licensing requirements for all work.

### **Cabling and Cable Associated Hardware**

Cabling and associated hardware that is installed under this contract must be used for the security, surveillance, monitoring, and/or access control system. For cabling used for other purposes, use the current statewide contract for Data Infrastructure (Non-Construction related low voltage) Cabling Services and Maintenance, ITC45, or its successor.

### **Labels with Warranty Period**

Contractor must affix a label or decal to the control device for any equipment at the time of installation showing warranty period by dates, and the name, address, and telephone number of the OEM or Reseller responsible for warranty service of the equipment.

A successful installation is constituted by the product, equipment or system being fully capable of functioning to its fullest capacity and according to its design and is unencumbered by flaws resulting from poor installation. System Acceptance (final sign-off) will be provided by the user entity acknowledging final acceptance of a successful installation. System Acceptance cannot be unreasonably withheld by any entity, the contract manager or the project manager.

## **Post-Installation**

Contractor must be responsible for all installation of equipment and/or supplies and removal of all package material from the premises in coordination with the Eligible Entities instructions. For off-site monitoring services, Contractor must ensure there are systems current to meet the needs of the Commonwealth and remain current against intrusive/invasive systems that could compromise the installed system(s).

## **Anticipated Service Disruption**

Contractor must coordinate with the Eligible Entity for any anticipated service disruption. If anticipated disruption is scheduled the Contractor must provide a minimum of 24 hours' notice to the Eligible Entity.



## **Training and Training Materials**

Category 2, Category 2A, and Category 3 Contractors must provide significant training to designated personnel within the Eligible Entity during the final system testing and start-up phase of the project. The Contractor and Eligible Entity shall mutually agree on the duration as well as the location and schedule of the training. Training materials include, but are not limited to books, handouts, software, or customized training videos will be provided by the Contractor and will be given to the Eligible Entity at no additional cost, as agreed upon by the parties.

## **Software Licenses**

Where applicable, the cost of software licenses should be included in the Service Maintenance Agreement. Eligible Entities may also purchase software licenses separate from any Service Maintenance Agreements. Software licenses should be purchased through the Contractor who installed the equipment/system.

## **Service Maintenance Plans**

Category 2 Contractors must be able to provide service/maintenance agreements with various service levels available to the Eligible Entity at negotiated rates for repair and service work performed after the warranty period. The service/maintenance plan shall include various levels of Contractor response times available to the Eligible Entity. Contractors must offer an immediate response plan with 24x7x365 availability. Eligible Entities will negotiate pricing for service/maintenance plans with the Contractor.

Eligible Entities are encouraged to enumerate the requirements desired for any service/maintenance plan at the time of quote so total cost of ownership can be factored into award decisions. Some elements to consider when requesting a service/maintenance agreement include: Response time guarantees, up time guarantees, quality requirements, and penalties.

## **Product Warranty**

Contractors must provide a standard warranty for all equipment of at least 1 year in length. Eligible Entities may purchase extended warranties with Contractors at negotiated pricing. Please see each Contractor's price file on COMMBUYS for information regarding the availability of extended warranties.



## Strategic Sourcing Services Team (SSST)

<u>Name</u>	<u>Eligible Entity</u>
Randal Cabral	Department of Public Health
Randy Clarke	MBTA
Michael Courtney	Bureau State Buildings
David Crouse	Massachusetts State Police
Donald Denning	City of Boston
Nancy Fitzgerald	Department of Fire Services
Roger Gauthier	Department of Public Health
Sylvain Kabeya	Massachusetts Rehabilitation Commission
Adam Peters	MBTA
Charles Plungis	Operational Services Division
Korina Senior	Department of Fire Services



### Contractor Table

Contractor	MBPO	Categories				Contact	Phone	Email
		1	2	2A	3			
Access Control Systems Inc.	PO-14-1080-OSD01-OSD10-0000000037		X			Charles R. Patterson	603-249-9820	<a href="mailto:charlie@a-c-s.biz">charlie@a-c-s.biz</a>
Advanced Alarm Systems Inc.	PO-14-1080-OSD01-OSD10-0000000039		X	X		Kevin C Fitzpatrick	508-726-4565	<a href="mailto:kevin@80044alarm.com">kevin@80044alarm.com</a>
American Alarm	PO-14-1080-OSD01-OSD10-0000000040		X	X	X	Larry Movsessian	781-859-2055	<a href="mailto:Lmovsessian@americanalarm.com">Lmovsessian@americanalarm.com</a>
Autoclear LLC	PO-14-1080-OSD01-OSD10-0000000041	X				Alan Martin	973-826-0504	<a href="mailto:alanm@a-clear.com">alanm@a-clear.com</a>
Aventura	PO-14-1080-OSD01-OSD10-0000000042	X				Lavonne Lazarus	631-300-4000 ext. 7125	<a href="mailto:llazarus@aventuracctv.com">llazarus@aventuracctv.com</a>
BCM Controls Corporation	PO-14-1080-OSD01-OSD10-0000000044		X			Steven Feinberg	781-933-8878	<a href="mailto:feinbergs@bcmcontrols.com">feinbergs@bcmcontrols.com</a>
CEIA USA Ltd.	PO-14-1080-OSD01-OSD10-0000000045	X				Luca Cacioli	330-405-3190	<a href="mailto:sales@ceia-usa.com">sales@ceia-usa.com</a>
Dugmore & Duncan, Inc.	PO-14-1080-OSD01-OSD10-0000000046				X	Skip Reid	339-788-2019	<a href="mailto:skip@dugmore.com">skip@dugmore.com</a>
Electronic Security Control Systems	PO-14-1080-OSD01-OSD10-0000000047	X	X		X	Ben Jacobellis	781-271-0830	<a href="mailto:benny3@escsinc.com">benny3@escsinc.com</a>
ENE Systems	PO-14-1080-OSD01-OSD10-0000000048	X	X	X		Jill Murray	781-828-6770	<a href="mailto:jmurray@enesystems.com">jmurray@enesystems.com</a>
FTG Security	PO-14-1080-OSD01-OSD10-0000000095		X			Brian Ingalls	339-502-6619	<a href="mailto:bingalls@isyscc.com">bingalls@isyscc.com</a>
Galaxy Integrated Technologies	PO-14-1080-OSD01-OSD10-0000000054		X			John Gulezian	617-202-6388	<a href="mailto:johnng@galaxyintegrated.com">johnng@galaxyintegrated.com</a>
Go Technologies	PO-14-1080-OSD01-OSD10-0000000055	X	X		X	Michael Kotwicki	508-881-2077	<a href="mailto:mike@gosecuritysolutions.com">mike@gosecuritysolutions.com</a>
Graybar Electric Company Inc.	PO-14-1080-OSD01-OSD10-0000000057	X				Michael Teahan	617-721-4041	<a href="mailto:michael.teahan@graybar.com">michael.teahan@graybar.com</a>
Industrial Video Control	PO-14-1080-OSD01-OSD10-0000000091	X				Ric Bonnell	617-467-3059 ext. 103	<a href="mailto:rbonnell@ivcco.com">rbonnell@ivcco.com</a>
Integrated Security, Inc.	PO-14-1080-OSD01-OSD10-0000000093	X			X	Bradford Dowdall	508-623-1413	<a href="mailto:bdowdall@isi-security.com">bdowdall@isi-security.com</a>
Ironman Inc.	PO-14-1080-OSD01-OSD10-0000000097	X				James L. Hatch	989-386-8975	<a href="mailto:ironman@ironmans.net">ironman@ironmans.net</a>

LOGOUT

# Search Results

Current Search Terms: lan-tel communications\* inc.\*

Your search for ""lan-tel"communications\* inc.\*" returned the following results...

**Notice:** This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

**Glossary**

<b>Entity</b>	Lan-Tel Communications, Inc.	Status: <b>Active</b>	<a href="#">View Details</a>
<b>DUNS:</b>	808236327	<b>CAGE Code:</b>	38WM0
<b>Has Active Exclusion?:</b>	No	<b>DoDAAC:</b>	
<b>Expiration Date:</b>	04/25/2017	<b>Delinquent Federal Debt?:</b>	No
<b>Purpose of Registration:</b>	All Awards		

[Search](#)

[Results](#)

Entity

Exclusion

[Search](#)

[Filters](#)

By Record

Status

By Record

Type

SAM | System for Award Management 1.0

IBM v1.P.60.20161222-1237

WWW3

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.





# STANDARD CONTRACT AMENDMENT CITY OF BOSTON

Department: Mayor's Office of Emergency Management  
Department Head: Rene Fielding, Director

### Original Contract Details

Description/Scope of Services: Maintenance on and enhancements to the Metro Boston Homeland Security Region's Critical Infrastructure Monitoring System (CIMS) camera network.	
Contract ID: 40555	Procurement Type: MA State Contract FAC 64
<b>Vendor/Contractor Details</b>	
Vendor Name: Lan-Tel Communications, Inc.	Vendor ID: 19146

### Amendment Details

Amendment Number: 1	Amendment Version: 1
Reason for Amendment: Allowing for additional time and funding to continue maintenance and enhancements to the system	
Amendment Amount: \$1,500,000	
New Not To Exceed Amt: \$2,950,000	Previous Not To Exceed Amt: \$1,450,000
New End Date: 7/31/17	Previous End Date: 7/31/16
Begin Date: 3/5/15	
Scope of Services Changes (Describe scope changes in detail. Attach additional pages if necessary):	
Unit prices remain the same or less. All other terms & conditions of the contract shall remain in full force and effect.	

### Contract Signatures

AUDITING	CONTRACTOR	AWARDING AUTHORITY/OFFICIAL
APPROVED AS TO AVAILABILITY OF APPROPRIATION OR PURSUANT TO ARTICLE 12.2 OF THE GENERAL CONDITIONS	AGREES TO PROVIDE THE GOODS OR SERVICES AS INDICATED IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS.	THIS AMENDMENT IS NECESSARY TO FULFILL THE CITY'S NEEDS AND IS MORE ECONOMICAL AND PRACTICAL THAN AWARDED ANOTHER CONTRACT.
AM \$100,000-		
SIGNATURE	SIGNATURE	SIGNATURE
3/16/16	President	3/14/16
DATE	TITLE	DATE
	3/8/2016	
	DATE	

APPROVED:

APPROVED

ASSENTED TO (IF APPLICABLE):

LAW DEPARTMENT

Mayor  
3/24/16

BY   
EUGENE L. O'FLAHERTY  
CORPORATION COUNSEL

Surety Company:  
By: Attorney-in-Fact

(Affix Surety Company Corporate Seal)



MAYOR'S OFFICE OF  
EMERGENCY  
MANAGEMENT  
MARTIN J. WALSH  
MAYOR



FOR LAW DEPARTMENT APPROVAL

Contract # 40555

March 14, 2016

The Honorable Martin J. Walsh  
Mayor of the City of Boston  
City Hall  
Boston, MA 02201

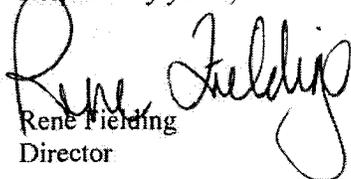
Dear Mr. Mayor,

On April 22, 2015 you approved the award of a contract to Lan-Tel Communications, Inc. of 1400 Providence Highway Building #2, Suite 2000, Norwood, MA 02062 to perform maintenance and enhancements to the Metro Boston Homeland Security Region's Critical Infrastructure Monitoring System (CIMS) camera network for the period of March 5, 2015 through July 31, 2016.

This contract is in compliance with the provisions of M.G.L. c. 30B because it involves a purchase from a vendor who has an annual contract with the Commonwealth of Massachusetts for the same items being purchased under this contract, which is available to all local governments in Massachusetts. The relevant provisions of the state contract number FAC64 are incorporated by reference into this contract. Lan-Tel Communications Inc. has agreed to furnish equipment and deployment services to the Office of Emergency Management at the same cost as provided under its original contract with the Commonwealth of Massachusetts.

Your Honor's permission is now requested to approve an amendment to this contract to allow for additional time and funding to continue the maintenance and upgrades to the system. The contract end date shall be extended to July 31, 2017. The amount of the amendment shall be \$1,500,000 (one million five-hundred thousand dollars). The contract, as amended, shall not exceed \$2,950,000 (two million nine-hundred and fifty thousand dollars) which I have determined to be reasonable.

Respectfully yours,

  
Rene Fielding  
Director

APPROVED  
LAW DEPARTMENT  
BY \_\_\_\_\_  
EUGENE L. O'FLAHERTY   
CORPORATION COUNSEL

**CERTIFICATE OF AUTHORITY**  
(For Corporations Only)

03/06/2016

(Current Date)

At a meeting of the Directors of the LAN-TEL Communications, Inc.  
 (Name of Corporation)  
 duly called and held at Norwood, MA  
 (Location of Meeting)  
 on the 6 day of March 2016 at which a quorum was present and acting,  
 it was VOTED, that Joseph H. Bodio  
 (Name)  
 the President/CEO of this corporation is hereby  
 (Position)  
 authorized and empowered to make, enter into, sign, seal and deliver in behalf of this corporation  
 a contract for Annual enhancements to the MBHSR CIMS camera system  
 (Describe Service)

with the City of Boston, and a performance bond in connection with said contract.

I do hereby certify that the above is a true and correct copy of the record that said vote has not been amended or repealed and is in full force and effect as of this date, and that

Joseph H. Bodio

(Name)

is the duly elected President/CEO of this

(Position)

corporation.

Attest Christine M. McKeown

(Affix Corporate Seal Here)

Kate Walczon

(Clerk) (Secretary) of the Corporation

COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (AEF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at [www.mass.gov/oa3](http://www.mass.gov/oa3) under Guidance For Vendors - Forms or [www.mass.gov/oa3](http://www.mass.gov/oa3) under OSD Forms.

<b>CONTRACTOR LEGAL NAME:</b> LAN-TEL Communications, Inc. (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Operational Services Division <b>MMARS Department Code:</b> OSD	
<b>Legal Address:</b> (W-9, W-4,T&C): 1400 Providence Highway, Norwood, MA 02062		<b>Business Mailing Address:</b> One Ashburton Place, Boston MA 02108	
<b>Contract Manager:</b> Kate Waldron		<b>Billing Address:</b> (if different):	
<b>E-Mail:</b> <a href="mailto:kwaldron@lan-tel.com">kwaldron@lan-tel.com</a>		<b>Contract Manager:</b> Charles Plungis	
<b>Phone:</b> 781-352-4134	<b>Fax:</b> 781-551-8667	<b>E-Mail:</b> <a href="mailto:charles.plungis@state.ma.us">charles.plungis@state.ma.us</a>	
<b>Contractor Vendor Code:</b> VC6000477274		<b>Phone:</b> 617-720-8313	<b>Fax:</b> 617-727-4527
<b>Vendor Code Address ID</b> (e.g. "AD001"): AD		<b>MMARS Doc ID:</b> FAC64	
(Note: The Address ID must be set up for EFT payments.)		<b>RFR/Procurement or Other ID Number:</b> FAC64	
<b>X NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only) <input checked="" type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input type="checkbox"/> <b>Department Procurement</b> (Includes State or Federal grants <b>815 CMR 2.00</b> ) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget) <input type="checkbox"/> <b>Legislative/Legal or Other</b> (Attach authorizing language/justification, scope and budget)		<b>CONTRACT AMENDMENT</b> Enter Current Contract End Date <u>Prior</u> to Amendment: <u>20</u> Enter Amendment Amount: \$ _____ (or "no change") <b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <b>Amendment to Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Legislative/Legal or Other</b> (Attach authorizing language/justification and updated scope and budget)	
The following <b>COMMONWEALTH TERMS AND CONDITIONS (T&amp;C)</b> has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> <b>Commonwealth Terms and Conditions</b> <input type="checkbox"/> <b>Commonwealth Terms and Conditions For Human and Social Services</b>			
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input checked="" type="checkbox"/> <b>Rate Contract</b> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> <b>Maximum Obligation Contract</b> Enter Total Maximum Obligation for total duration of this Contract for new Total if Contract is being amended). \$ _____			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u>2%</u> PPD; Payment issued within 15 days <u>1.5%</u> PPD; Payment issued within 20 days <u>1%</u> PPD; Payment issued within 30 days <u>0%</u> PPD. If PPD percentages are left blank, identify reason: <input type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (O.L.C. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (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.) <b>FAC64 Security, Surveillance, Monitoring and Access Control Systems</b>			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <b>Effective Date</b> (latest signature date below) and <b>no</b> obligations have been incurred prior to the <b>Effective Date</b> . <input type="checkbox"/> 2. may be incurred as of <u>20</u> , a date <b>LATER</b> than the <b>Effective Date</b> below and <b>no</b> obligations have been incurred prior to the <b>Effective Date</b> . <input type="checkbox"/> 3. were incurred as of <u>20</u> , a date <b>PRIOR</b> to the <b>Effective Date</b> below, and the parties agree that payments for any obligations incurred prior to the <b>Effective Date</b> 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.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>May 31, 2016</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> 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 <b>Contractor Certifications</b> (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 <b>Commonwealth Terms and Conditions</b> , the Standard Contract Form including the <b>Instructions and Contractor Certifications</b> , 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 <b>801 CMR 21.07</b> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: <u>[Signature]</u> Date: <u>5-3-2013</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Joseph H. Bodle</u> Print Title: <u>Chief Executive Officer</u>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: <u>[Signature]</u> Date: <u>5/3/13</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Kathleen Reilly</u> Print Title: <u>Director, Strategic Sourcing</u>	

JB  
5/3/13



## INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

**CONTRACTOR LEGAL NAME (AND D/B/A):** Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

**Contractor Legal Address:** Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

**Contractor Contract Manager:** Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on Comm-PASS, the Contract Manager must be listed on the Vendor Section tab.

**Contractor E-Mail Address/Phone/Fax:** Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

**Contractor Vendor Code:** The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

**Vendor Code Address ID:** (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

**COMMONWEALTH DEPARTMENT NAME:** Enter the full Department name with the authority to obligate funds encumbered for the Contract.

**Commonwealth MMARS Alpha Department Code:** Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

**Department Business Mailing Address:** Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

**Department Billing Address:** Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

**Department Contract Manager:** Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

**Department E-Mail Address/Phone/Fax:** Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

**MMARS Document ID(s):** Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

**RFR/Procurement or Other ID Number or Name:** Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

## NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

**PROCUREMENT OR EXCEPTION TYPE:** Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

**Statewide Contract (OSD or an OSD-designated Department):** Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

**Collective Purchase approved by OSD:** Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

**Department Contract Procurement:** Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

**Emergency Contract:** Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

**Contract Employee:** Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

**Legislative/Legal or Other:** Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

## CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) \*See Amendments, Suspensions, and Termination Policy.)

**Enter Current Contract End Date:** Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

**Enter Amendment Amount:** Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

**AMENDMENT TYPE:** Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. Amendment to Scope or Budget. Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

**Interim Contracts:** Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an Interim Contractor when a current Contractor is unable to complete full performance under a Contract.

**Contract Employee:** Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

**Legislative/Legal or Other:** Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly

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posted.

## COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

## COMPENSATION

Identify if the Contract is a Rate Contract (with no stated Maximum Obligation) or a Maximum Obligation Contract (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

## PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contract rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

## BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

## ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, §9.

## CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, §9.

## CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. Rubber stamps, typed or other images are not acceptable. Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". Rubber stamps, typed or other images are not accepted. The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

## CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 196 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment

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under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

**Debarment.** The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F; G.L. c. 30, § 39R; G.L. c. 149, § 27C; G.L. c. 149, § 44C; G.L. c. 149, § 148B and G.L. c. 152, s. 25C.

**Applicable Laws.** The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

**Invoices.** The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15<sup>th</sup> for performance made and received (goods delivered, services completed) prior to June 30<sup>th</sup>, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15<sup>th</sup> or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

**Payments Subject To Appropriation.** Pursuant to G.L. c. 29 § 28, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

**Intercept.** Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

**Tax Law Compliance.** The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 82C, G.L. c. 82C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11: New Independent Contractor Provisions and applicable TIRs.

**Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts.** The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal

services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

**Federal Anti-Lobbying and Other Federal Requirements.** If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

**Protection of Personal Data and Information.** The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

**Corporate and Business Filings and Reports.** The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth, and with its incorporating state (or foreign entity).

**Employer Requirements.** Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

**Federal And State Laws And Regulations Prohibiting Discrimination** including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sec. II, Part II, s. 265 (Telecommunication Act); Chapter 149, Section 105D; G.L. c. 151C; G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

**Small Business Purchasing Program (SBPP).** A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP SmartBid subscription process at: www.comm-pass.com and with acceptance of the terms of the SBPP participation agreement.

**Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized).** The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11, Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term

## COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



"other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

**Northern Ireland Certification.** Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

**Pandemic, Disaster or Emergency Performance.** In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

**Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A).** Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

**Attorneys.** Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

**Subcontractor Performance.** The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

#### EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

**Executive Order 481, Prohibiting the Use of Undocumented Workers on State Contracts.** For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract, that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

**Executive Order 130, Anti-Boycott.** The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3); (4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

**Executive Order 346, Hiring of State Employees By State Contractors** Contractor certifies compliance with both the conflict of interest law G.L. c. 288A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed

to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

**Executive Order 444, Disclosure of Family Relationships With Other State Employees.** Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

**Executive Order 504, Regarding the Security and Confidentiality of Personal Information.** For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 68A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"); (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 68A, Executive Orders 523, 524 and 526, Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478), Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390), Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.



## COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. *Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.* Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

**1. Contract Effective Start Date.** Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

**2. Payments And Compensation.** The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

**3. Contractor Payment Mechanism.** All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

**4. Contract Termination Or Suspension.** A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor

failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

**5. Written Notice.** Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

**6. Confidentiality.** The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

**7. Record-keeping And Retention, Inspection Of Records.** The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

**8. Assignment.** The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

**9. Subcontracting By Contractor.** Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

**10. Affirmative Action, Non-Discrimination In Hiring And Employment.** The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

**11. Indemnification.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an



# COMMONWEALTH TERMS AND CONDITIONS

opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to

appropriation and applicable law.

12. **Waivers.** Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. **Risk Of Loss.** The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. **Forum Choice of Law And Mediation.** Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. **Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration.** Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any

printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: \_\_\_\_\_

(signature)

Print Name: Joseph H. Bodio

Title: Chief Executive Officer \_\_\_\_\_

Date: \_\_\_\_\_

5-3-2017

(Check One):  Organization

Individual

Full Legal Organization or Individual Name: LAN-TEL Communications, Inc.

Doing Business As: Name (If Different): \_\_\_\_\_

Tax Identification Number: 04-3141040

Address: 1400 Providence Highway, Norwood, MA 02062 \_\_\_\_\_

Telephone: 781-551-8599 FAX: 781-551-8667

### INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: **Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

OSD Procurement Schedule 02/01/2016 - 07/31/2016

Contract Title	Document Number	Contract End Date Or Solicitation Start Date	Contact Person	e-mail	Comment
VEH84A - Vehicle Maintenance Management Services & Accident Subrogation Services	<a href="#">VEH84A</a>	04/30/2016	Lisa Baker	<a href="mailto:Lisa.Baker@state.ma.us">Lisa.Baker@state.ma.us</a>	Statewide Contract for Vehicle Maintenance Management Services & Accident Subrogation Services, VEH84A, will be extended through 10/31/2016.
FAC55designatedDEP Imprinted Plastic Trash Bags, Recycled	FAC55DesignatedDEP	05/11/2016	Dmitriy Nikolayev	<a href="mailto:Dmitriy.Nikolayev@state.ma.us">Dmitriy.Nikolayev@state.ma.us</a>	Statewide Contract FAC55designatedDEP Imprinted Plastic Trash Bags, Recycled, will be reviewed for rebid prior to contract expiration.
FAC64 - Security, Surveillance, Monitoring and Access Control Systems	<a href="#">FAC64</a>	05/31/2016	Stephen Lyons	<a href="mailto:Steve.Lyons@state.ma.us">Steve.Lyons@state.ma.us</a>	Statewide Contract for Security, Surveillance, Monitoring, and Access Control Systems, FAC64, will be renewed for 2 years (6/1/2016 - 5/31/2018).
ENE34 No.2 Heating Oil	<a href="#">ENE34</a>	05/31/2016	Sara Urato	<a href="mailto:Sara.Urato@state.ma.us">Sara.Urato@state.ma.us</a>	Statewide Contract ENE34 No. 2 Heating Oil will be extended or rebid prior to contract expiration.
FAC78 Moving & State Surplus Disposal Services Statewide Contract	<a href="#">FAC78</a>	6/30/2016	Katherine Morse	<a href="mailto:Katherine.morse@state.ma.us">Katherine.morse@state.ma.us</a>	Statewide Contract FAC78 Moving & State Surplus Disposal Services will be extended as an interim contract through 9/30/2016.
Baked Goods	<a href="#">GRO33</a>	06/30/2016	Betty Fernandez	<a href="mailto:Betty.Fernandez@state.ma.us">Betty.Fernandez@state.ma.us</a>	Statewide Contract for Baked Goods, GRO33, will be renewed with current contractors through 06/30/2017.
ITS41DESIGNATEDITD IBM Software and Services	ITS41Designated	06/30/2016	Annmarie Kates	<a href="mailto:Annmarie.kates@state.ma.us">Annmarie.kates@state.ma.us</a>	Statewide Contract ITS41DesignatedITD is being evaluated for extension or rebid prior to 6/30/2016.



To learn how to use each Statewide Contract, [click here](#).

USER

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# Search Results

## Current Search Terms: lan-tel communications\*

Your search for "lan-tel communications\*" returned the following results...

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Entity	Lan-Tel Communications, Inc.	Status: Active (+)
DUNS: 808236327	CAGE Code: 38WMO	<a href="#">View Details</a>
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 06/24/2016	Delinquent Federal Debt? No	
Purpose of Registration: All Awards		

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IBM v1.P.46.20160226-1435

WWW7

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



USER NAME

Forgot

# Entity Dashboard

- Entity Overview
- Entity Record
  - Core Data
  - Assertions
  - Reps & Certs
    - POCs
    - Reports
- Service Contract Report
- BioPreferred Report
  - Exclusions
  - Active Exclusions
  - Inactive Exclusions
- Excluded Family Members

RETURN TO SEARCH

Lan-Tel Communications, Inc.  
 DUNS: 808236327 CAGE Code: 38WM0  
 Status: Active

Expiration Date: 06/24/2016  
 Purpose of Registration: All Award

## Entity Overview

### Entity Information

**Name:** Lan-Tel Communications, Inc.  
**Business Type:** Business or Organization  
**POC Name:** Kate Waldron  
**Registration Status:** Active  
**Activation Date:** 06/25/2015  
**Expiration Date:** 06/24/2016

### Exclusions

Active Exclusion Records? No



**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



**STANDARD CONTRACT DOCUMENT**  
CITY OF BOSTON

(FORM CM 19)

*Original Award*

CONTRACT ID: 40555

Contractor Legal Name: LAN-TEL Communications, Inc.  (and d/b/a):	City Department Name: Mayor's Office of Emergency Management
Contractor Address: 1400 Providence Highway Building #2, Suite 2000 Norwood, MA 02062	Department Head: Rene Fielding, Director Mailing Address: 1 City Hall Plaza Room 204 Boston, MA 02201
Contractor Vendor ID: 19146	Billing Address (if different):

ACCOUNT	FUND	DEPT ID	PROGRAM	CLASS	PROJECT	BUD REF	FUNCTION	AMOUNT
52907	200	231100	508J	2106	HLS14002	2014		\$600,000.00
52907	200	231100	508J	2106	HLS15002	2015		\$850,000.00
								\$
								\$
								\$

**Contract Details**

Description/Scope of Services: (Attach supporting documentation)  
Upgrades to the MBHSR CIMS camera system

Begin Date: 3/5/15

End Date: 7/31/16

Rate: \$

Not to Exceed Amount: \$ 1,450,000.00

(Attach details of all rates, units, and charges)

**Contract Signatures**

AUDITOR	CONTRACTOR	AWARDING AUTHORITY/OFFICIAL
APPROVED AS TO AVAILABILITY OF APPROPRIATION OR PURSUANT TO ARTICLE 12.2 OF THE GENERAL CONDITIONS	AGREES TO PROVIDE THE GOODS OR SERVICES AS INDICATED IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS.	ATTACH APPROVED LETTER OF AWARD AND OTHER REQUIRED DOCUMENTS.
IN THE AMOUNT OF	<i>[Signature]</i> SIGNATURE	<i>[Signature]</i> SIGNATURE
<i>4M \$0</i>	President/CEO	4/22/15
<i>[Signature]</i> SIGNATURE	TITLE	DATE
3/10/15 DATE	3/9/15 DATE	



MAYOR'S OFFICE OF  
EMERGENCY  
MANAGEMENT

Martin J. Walsh



METRO BOSTON  
HOMELAND  
SECURITY

FOR LAW DEPARTMENT APPROVAL

March 9, 2015

Contract # 40555

The Honorable Martin J. Walsh  
Mayor of the City of Boston  
City Hall  
Boston, MA 02201

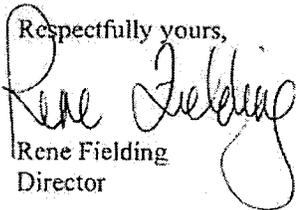
Dear Mr. Mayor,

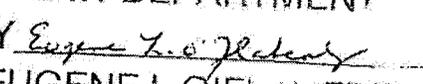
Your Honor's permission is requested to award a contract to LAN-TEL Communications, Inc. of 1400 Providence Highway Building #2, Suite 2000, Norwood, MA 02062 to service an upgrade to the Metro Boston Homeland Security Region's Critical Infrastructure Monitoring System for the period of March 5, 2015 through July 31, 2016.

This contract is in compliance with the provisions of M.G.L. c. 30B because it involves a purchase from a vendor who has an annual contract with the Commonwealth of Massachusetts for the same items being purchased under this contract, which is available to all local governments in Massachusetts. The relevant provisions of the state contract number FAC64 are incorporated by reference into this contract. Lan-Tel Communications Inc. has agreed to furnish equipment and deployment services to the Office of Emergency Management at the same cost as provided under its original contract with the Commonwealth of Massachusetts.

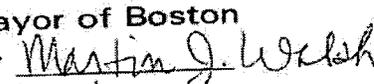
Compensation under this contract will not exceed one million four hundred fifty thousand dollars (\$1,450,000.00), which I have determined to be reasonable for the services to be provided.

Respectfully yours,

  
Rene Fielding  
Director

APPROVED  
LAW DEPARTMENT  
BY   
EUGENE L. O'FLAHERTY   
CORPORATION COUNSEL

APPROVED

Martin J. Walsh  
Mayor of Boston  
By   
4/22/15

**CERTIFICATE OF AUTHORITY**  
(For Corporations Only)

03/06/2015  
(Current Date)

At a meeting of the Directors of the LAN-TEL Communications, Inc.  
(Name of Corporation)  
duly called and held at 1400 Providence Highway, Norwood, MA 02062  
(Location of Meeting)  
on the 6th day of March 2015 at which a quorum was present and acting,  
it was VOTED, that Joseph H. Bodio  
(Name)  
the President/CEO of this corporation is hereby  
(Position)  
authorized and empowered to make, enter into, sign, seal and deliver in behalf of this corporation  
a contract for Annual enhancements to the MBHSR CIMS camera system  
(Describe Service)

with the City of Boston, and a performance bond in connection with said contract.

I do hereby certify that the above is a true and correct copy of the record that said vote  
has not been amended or repealed and is in full force and effect as of this date, and that

Joseph H. Bodio  
(Name)  
is the duly elected President/CEO of this  
(Position)  
corporation.

Attest:

(Affix Corporate Seal Here)

Kate Waldron  
(Clerk) (Secretary) of the Corporation

Business Unit: BOSTN	Requester: 121445	Status: Approved
Requisition: 0000335863	Requested By: Murphy, Andrew	Currency: USD
Requisition Name: CIMS FY15	Entered Date: 3/14/16	Requisition Total: 700,000.00
Header Comments: Attach to contract 40555		

Line: 1    **Item Description:** Critical Infrastructure Monitoring System    **Quantity:** 1.0000    **UOM:** EA    **Price:**    **Line Total:** 700,000.00  
 (CIMS) Maintenance and Enhancements FY15    700,000.00  
**Line Status:** Approved

**Ship Line:** 1    **Ship To:** 4480    **Address:**    **Shipping Quantity:** 1.0000  
**Attention:** Andrew Murphy-OEM    **Due Date:**    Mayor's Office of Emergency    **Shipping Total:** 700,000.00  
 Preparedness-Homeland Secur  
 Boston City Hall -Room 204  
 One City Hall Plaza  
 Boston MA 02201  
 United States

Dist	Status	Location	Qty	PCT	Amount	GL Unit	Account
1	Open	4480	1.0000	100.00	700,000.00	BOSTN	52940

Dept	Fund	Program	Class	Budget Ref
231100	200	508J	2106	2016

Open QTY	Project	Open Amt
0.0000	HLS16002	700000.000

GL Base Amount	Currency	Sequence	Capitalize
700,000.00	USD	0	N



# STANDARD CONTRACT AMENDMENT CITY OF BOSTON

Department: Mayor's Office of Emergency Management  
Department Head: Rene Fielding, Director

### Original Contract Details

Description/Scope of Services: Maintenance on and enhancements to the Metro Boston Homeland Security Region's Critical Infrastructure Monitoring System (CIMS) camera network.	
Contract ID: 40555	Procurement Type: MA State Contract FAC 64
<b>Vendor/Contractor Details</b>	
Vendor Name: Lan-Tel Communications, Inc.	Vendor ID: 19146

### Amendment Details

Amendment Number: 1	Amendment Version: 1
Reason for Amendment: Allowing for additional time and funding to continue maintenance and enhancements to the system	
Amendment Amount: \$ 1,500,000	
New Not To Exceed Amt: \$ 2,950,000	Previous Not To Exceed Amt: \$ 1,450,000
New End Date: 7/31/17	Previous End Date: 7/31/16
Begin Date: 3/5/15	
Scope of Services Changes (Describe scope changes in detail. Attach additional pages if necessary):	
Unit prices remain the same or less. All other terms & conditions of the contract shall remain in full force and effect.	

### Contract Signatures

AUDITING	CONTRACTOR	AWARDING AUTHORITY/OFFICIAL
APPROVED AS TO AVAILABILITY OF APPROPRIATION OR PURSUANT TO ARTICLE 12.2 OF THE GENERAL CONDITIONS	AGREES TO PROVIDE THE GOODS OR SERVICES AS INDICATED IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS.	THIS AMENDMENT IS NECESSARY TO FULFILL THE CITY'S NEEDS AND IS MORE ECONOMICAL AND PRACTICAL THAN AWARDED ANOTHER CONTRACT.
<i>RM</i> \$700,000 		
SIGNATURE	SIGNATURE	SIGNATURE
3/16/16	President	3/14/16
DATE	TITLE	DATE
	3/8/2016	
	DATE	

APPROVED:

APPROVED

ASSENTED TO (IF APPLICABLE):

*MJ*  
  
Mayor

3/24/16

BY   
EUGENE L. O'FLAHERTY  
CORPORATION COUNSEL

SURETY COMPANY:  
By: Attorney-in-Fact  
*MM*  
(Affix Surety Company Corporate Seal)



MAYOR'S OFFICE OF  
EMERGENCY  
MANAGEMENT  
MARTIN J. WALSH  
MAYOR



**FOR LAW DEPARTMENT APPROVAL**

Contract # 40555

March 14, 2016

The Honorable Martin J. Walsh  
Mayor of the City of Boston  
City Hall  
Boston, MA 02201

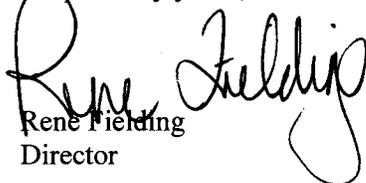
Dear Mr. Mayor,

On April 22, 2015 you approved the award of a contract to Lan-Tel Communications, Inc. of 1400 Providence Highway Building #2, Suite 2000, Norwood, MA 02062 to perform maintenance and enhancements to the Metro Boston Homeland Security Region's Critical Infrastructure Monitoring System (CIMS) camera network for the period of March 5, 2015 through July 31, 2016.

This contract is in compliance with the provisions of M.G.L. c. 30B because it involves a purchase from a vendor who has an annual contract with the Commonwealth of Massachusetts for the same items being purchased under this contract, which is available to all local governments in Massachusetts. The relevant provisions of the state contract number FAC64 are incorporated by reference into this contract. Lan-Tel Communications Inc. has agreed to furnish equipment and deployment services to the Office of Emergency Management at the same cost as provided under its original contract with the Commonwealth of Massachusetts.

Your Honor's permission is now requested to approve an amendment to this contract to allow for additional time and funding to continue the maintenance and upgrades to the system. The contract end date shall be extended to July 31, 2017. The amount of the amendment shall be \$1,500,000 (one million five-hundred thousand dollars). The contract, as amended, shall not exceed \$2,950,000 (two million nine-hundred and fifty thousand dollars) which I have determined to be reasonable.

Respectfully yours,

  
Rene Fielding  
Director

APPROVED  
LAW DEPARTMENT  
BY \_\_\_\_\_  
EUGENE L.O'FLAHERTY *EO*  
CORPORATION COUNSEL

**CERTIFICATE OF AUTHORITY**  
(For Corporations Only)

03/06/2016  
(Current Date)

At a meeting of the Directors of the LAN-TEL Communications, Inc.  
(Name of Corporation)  
duly called and held at Norwood, MA  
(Location of Meeting)  
on the 6 day of March 2016 at which a quorum was present and acting,  
it was VOTED, that Joseph H. Bodio  
(Name)  
the President/CEO of this corporation is hereby  
(Position)  
authorized and empowered to make, enter into, sign, seal and deliver in behalf of this corporation  
a contract for Annual enhancements to the MBHSR CIMS camera system  
(Describe Service)

with the City of Boston, and a performance bond in connection with said contract.

I do hereby certify that the above is a true and correct copy of the record that said vote  
has not been amended or repealed and is in full force and effect as of this date, and that

Joseph H. Bodio  
(Name)  
is the duly elected President/CEO of this  
(Position)  
corporation.

Attest: *Christine M. McKeown*

(Affix Corporate Seal Here)

*Kate Walczon*  
(Clerk) (Secretary) of the Corporation

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at [www.mass.gov/osc](http://www.mass.gov/osc) under Guidance For Vendors - Forms or [www.mass.gov/osd](http://www.mass.gov/osd) under OSD Forms.

<b>CONTRACTOR LEGAL NAME:</b> LAN-TEL Communications, Inc. (and d/b/a): <b>Legal Address:</b> (W-9, W-4, T&C): 1400 Providence Highway, Norwood, MA 02062 <b>Contract Manager:</b> Kate Waldron <b>E-Mail:</b> kwaldron@lan-tel.com <b>Phone:</b> 781-352-4134 <b>Fax:</b> 781-551-8667 <b>Contractor Vendor Code:</b> VC6080177274 <b>Vendor Code Address ID</b> (e.g. "AD001"): AD (Note: The Address ID must be set up for EFT payments.)	<b>COMMONWEALTH DEPARTMENT NAME:</b> Operational Services Division <b>MMARS Department Code:</b> OSD <b>Business Mailing Address:</b> One Ashburton Place, Boston MA 02108 <b>Billing Address:</b> (if different): <b>Contract Manager:</b> Charles Plungie <b>E-Mail:</b> charles.plungie@state.ma.us <b>Phone:</b> 617-720-3313 <b>Fax:</b> 617-727-4527 <b>MMARS Doc ID#:</b> FAC64 <b>RFR/Procurement or Other ID Number:</b> FAC64
<p style="text-align: center;"><b>X NEW CONTRACT</b></p> <b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only) <input checked="" type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input type="checkbox"/> <b>Department Procurement</b> (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;"><b>CONTRACT AMENDMENT</b></p> Enter Current Contract End Date <u>Prior</u> to Amendment: <u>20</u> Enter Amendment Amount: \$ _____ (or "no change") <b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <b>Amendment to Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification and updated scope and budget)
The following <b>COMMONWEALTH TERMS AND CONDITIONS (T&amp;C)</b> has been executed, filed with CTR, and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services	
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input checked="" type="checkbox"/> <b>Rate Contract</b> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended). <input type="checkbox"/> <b>Maximum Obligation Contract</b> Enter Total Maximum Obligation for total duration of this Contract for new Total if Contract is being amended). \$ _____	
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u>2%</u> PPD; Payment issued within 15 days <u>1.5%</u> PPD; Payment issued within 20 days <u>1.25%</u> PPD; Payment issued within 30 days <u>1%</u> PPD. If PPD percentages are left blank, identify reason: <input type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (G.L. c. 28B § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)	
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) FAC64 Security, Surveillance, Monitoring and Access Control Systems	
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and no obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and no obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>May 31</u> , 20 <u>16</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: <u>[Signature]</u> Date: <u>5-3-2015</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Joseph H. Boyle</u> Print Title: <u>Chief Executive Officer</u>	<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: <u>[Signature]</u> Date: <u>5/28/15</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Kathleen Kelly</u> Print Title: <u>Director, Strategic Sourcing</u>

JB  
5/13/15



## INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

**CONTRACTOR LEGAL NAME (AND D/B/A):** Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

**Contractor Legal Address:** Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 10991 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

**Contractor Contract Manager:** Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on Comm-PASS, the Contract Manager must be listed on the Vendor Section tab.

**Contractor E-Mail Address/Phone/Fax:** Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

**Contractor Vendor Code:** The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

**Vendor Code Address ID:** (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

**COMMONWEALTH DEPARTMENT NAME:** Enter the full Department name with the authority to obligate funds encumbered for the Contract.

**Commonwealth MMARS Alpha Department Code:** Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

**Department Business Mailing Address:** Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

**Department Billing Address:** Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

**Department Contract Manager:** Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

**Department E-Mail Address/Phone/Fax:** Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

**MMARS Document ID(s):** Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc IDs.

**RFR/Procurement or Other ID Number or Name:** Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

## NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

**PROCUREMENT OR EXCEPTION TYPE:** Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

**Statewide Contract (OSD or an OSD-designated Department).** Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

**Collective Purchase approved by OSD.** Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

**Department Contract Procurement.** Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, Identify multi-Department use in Brief Description.

**Emergency Contract.** Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

**Contract Employee.** Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

**Legislative/Legal or Other.** Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

## CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) \*See Amendments, Suspensions, and Termination Policy.)

**Enter Current Contract End Date:** Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

**Enter Amendment Amount:** Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

**AMENDMENT TYPE:** Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. Amendment to Scope or Budget. Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

**Interim Contracts.** Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an Interim Contractor when a current Contractor is unable to complete full performance under a Contract.

**Contract Employee.** Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

**Legislative/Legal or Other.** Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly



posted.

## CONTRACT END DATE

## COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9a Policy.

## COMPENSATION

Identify if the Contract is a Rate Contract (with no stated Maximum Obligation) or a Maximum Obligation Contract (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

## PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant instalment, but subsequent periodic instalments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

## BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

## ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

## CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. Rubber stamps, typed or other images are not acceptable. Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". Rubber stamps, typed or other images are not accepted. The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

## CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment



under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

**Debarment.** The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 1417; G.L. c. 29, s. 29F; G.L. c. 30, § 39R; G.L. c. 149, § 27C; G.L. c. 149, § 44C; G.L. c. 149, § 148B and G.L. c. 152, s. 25C.

**Applicable Laws.** The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human and Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 86A; and the Massachusetts Constitution Article XVIII if applicable.

**Invoices.** The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15<sup>th</sup> for performance made and received (goods delivered, services completed) prior to June 30<sup>th</sup>, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15<sup>th</sup> or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

**Payments Subject To Appropriation.** Pursuant to G.L. c. 29 § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

**Intercept.** Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

**Tax Law Compliance.** The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TJR 05-11: New Independent Contractor Provisions and applicable TIRs.

**Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts.** The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal

services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

**Federal Anti-Lobbying and Other Federal Requirements.** If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

**Protection of Personal Data and Information.** The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

**Corporate and Business Filings and Reports.** The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

**Employer Requirements.** Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

**Federal And State Laws And Regulations Prohibiting Discrimination** including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 823; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act; Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

**Small Business Purchasing Program (SBPP).** A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP SmartBid subscription process at: [www.comm-pass.com](http://www.comm-pass.com) and with acceptance of the terms of the SBPP participation agreement.

**Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized).** The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11, indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term



"other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

**Northern Ireland Certification.** Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

**Pandemic, Disaster or Emergency Performance.** In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

**Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29 s. 29A).** Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

**Attorneys.** Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

**Subcontractor Performance.** The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

#### EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

**Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts.** For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

**Executive Order 130. Anti-Boycott.** The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

**Executive Order 346. Hiring of State Employees By State Contractors** Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed

to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

**Executive Order 444. Disclosure of Family Relationships With Other State Employees.** Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

**Executive Order 504. Regarding the Security and Confidentiality of Personal Information.** For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively: "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A. **Executive Orders 523, 524 and 526.** Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.



# COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. *Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.* Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. **Contract Effective Start Date.** Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. **Payments And Compensation.** The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. **Contractor Payment Mechanism.** All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. **Contract Termination Or Suspension.** A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor

failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. **Written Notice.** Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. **Confidentiality.** The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. **Record-keeping And Retention, Inspection Of Records.** The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. **Assignment.** The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. **Subcontracting By Contractor.** Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. **Affirmative Action, Non-Discrimination In Hiring And Employment.** The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. **Indemnification.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an



# COMMONWEALTH TERMS AND CONDITIONS

opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to

appropriation and applicable law.

12. **Waivers.** Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. **Risk Of Loss.** The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. **Forum, Choice of Law And Mediation.** Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. **Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration.** Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any

printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: \_\_\_\_\_

(signature)

Print Name: Joseph H. Bodio  
Title: Chief Executive Officer \_\_\_\_\_

Date: 5-3-2013

(Check One):  Organization  Individual

Full Legal Organization or Individual Name: LAN-TEL Communications, Inc.

Doing Business As: Name (If Different): \_\_\_\_\_

Tax Identification Number: 04-3141040

Address: 1400 Providence Highway, Norwood, MA 02062 \_\_\_\_\_

Telephone: 781-551-8599 FAX: 781-551-8667

### INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: **Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

## OSD Procurement Schedule 02/01/2016 - 07/31/2016

Contract Title	Document Number	Contract End Date Or Solicitation Start Date	Contact Person	e-mail	Comment
VEH84A - Vehicle Maintenance Management Services & Accident Subrogation Services	<u>VEH84A</u>	04/30/2016	Lisa Baker	<a href="mailto:Lisa.Baker@state.ma.us">Lisa.Baker@state.ma.us</a>	Statewide Contract for Vehicle Maintenance Management Services & Accident Subrogation Services, VEH84A, will be extended through 10/31/2016.
FAC55designatedDEP Imprinted Plastic Trash Bags, Recycled	FAC55DesignatedDEP	05/11/2016	Dmitriy Nikolayev	<a href="mailto:Dmitriy.Nikolayev@state.ma.us">Dmitriy.Nikolayev@state.ma.us</a>	Statewide Contract FAC55designatedDEP Imprinted Plastic Trash Bags, Recycled, will be reviewed for rebid prior to contract expiration.
FAC64 - Security, Surveillance, Monitoring and Access Control Systems	<u>FAC64</u>	05/31/2016	Stephen Lyons	<a href="mailto:Steve.Lyons@state.ma.us">Steve.Lyons@state.ma.us</a>	<b>Statewide Contract for Security, Surveillance, Monitoring, and Access Control Systems, FAC64, will be renewed for 2 years (6/1/2016 - 5/31/2018).</b>
ENE34 No.2 Heating Oil	<u>ENE34</u>	05/31/2016	Sara Urato	<a href="mailto:Sara.Urato@state.ma.us">Sara.Urato@state.ma.us</a>	Statewide Contract ENE34 No. 2 Heating Oil will be extended or rebid prior to contract expiration.
FAC78 Moving & State Surplus Disposal Services Statewide Contract	<u>FAC78</u>	6/30/2016	Katherine Morse	<a href="mailto:Katherine.morse@state.ma.us">Katherine.morse@state.ma.us</a>	Statewide Contract FAC78 Moving & State Surplus Disposal Services will be extended as an interim contract through 9/30/2016.
Baked Goods	<u>GRO33</u>	06/30/2016	Betty Fernandez	<a href="mailto:Betty.Fernandez@state.ma.us">Betty.Fernandez@state.ma.us</a>	Statewide Contract for Baked Goods, GRO33, will be renewed with current contractors through 06/30/2017.
ITS41DESIGNATEDITD IBM Software and Services	ITS41Designated	06/30/2016	Annmarie Kates	<a href="mailto:Annmarie.kates@state.ma.us">Annmarie.kates@state.ma.us</a>	Statewide Contract ITS41DesignatedITD is being evaluated for extension or rebid prior to 6/30/2016.



February 1, 2016

To learn how to use each Statewide Contract, [click here](#).

USER

FC

# Search Results

## Current Search Terms: lan-tel communications\*

Your search for "lan-tel communications\*" returned the following results...

**Notice:** This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Entity	<b>Lan-Tel Communications, Inc.</b>	Status: <b>Active</b>
<b>DUNS: 808236327</b>	<b>CAGE Code: 38WM0</b>	<a href="#">View Details</a>
<b>Has Active Exclusion?: No</b>	<b>DoDAAC:</b>	
<b>Expiration Date: 06/24/2016</b>	<b>Delinquent Federal Debt? No</b>	
<b>Purpose of Registration: All Awards</b>		

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SAM | System for Award Management 1.0

IBM v1.P.46.20160226-1435

WWW7

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



USER NAME

Forgot

# Entity Dashboard

- Entity Overview
- Entity Record
  - Core Data
  - Assertions
  - Reps & Certs
    - POCs
    - Reports
- Service Contract Report
- BioPreferred Report
  - Exclusions
  - Active Exclusions
  - Inactive Exclusions
- Excluded Family Members

**RETURN TO SEARCH**

**Lan-Tel Communications, Inc.**  
**DUNS: 808236327 CAGE Code: 38WM0**  
**Status: Active**

**Expiration Date: 06/24/2016**  
**Purpose of Registration: All Awar**

## Entity Overview

### Entity Information

**Name:** Lan-Tel Communications, Inc.  
**Business Type:** Business or Organization  
**POC Name:** Kate Waldron  
**Registration Status:** Active  
**Activation Date:** 06/25/2015  
**Expiration Date:** 06/24/2016

### Exclusions

**Active Exclusion Records? No**



**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



**STANDARD CONTRACT DOCUMENT**  
CITY OF BOSTON

(FORM CM 10)

**CONTRACT ID: 40555**

Contractor Legal Name: LAN-TEL Communications, Inc.  (and d/b/a):	City Department Name: Mayor's Office of Emergency Management
Contractor Address: 1400 Providence Highway Building #2, Suite 2000 Norwood, MA 02062	Department Head: Rene Fielding, Director Mailing Address: 1 City Hall Plaza Room 204 Boston, MA 02201
Contractor Vendor ID: 19146	Billing Address (if different):

ACCOUNT	FUND	DEPT ID	PROGRAM	CLASS	PROJECT	BUD REF	FUNCTION	AMOUNT
52907	200	231100	508J	2106	HLS14002	2014		\$600,000.00
52907	200	231100	508J	2106	HLS15002	2015		\$850,000.00
								\$
								\$
								\$

**Contract Details**

Description/Scope of Services: (Attach supporting documentation)  
Upgrades to the MBHSR CIMS camera system

Begin Date: 3/5/15

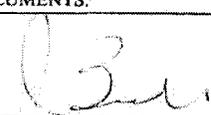
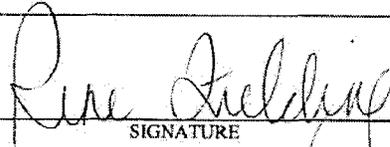
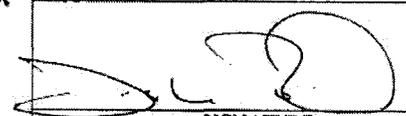
End Date: 7/31/16

Rate: \$

Not to Exceed Amount: \$1,450,000.00

(Attach details of all rates, units, and charges)

**Contract Signatures**

AUDITOR	CONTRACTOR	AWARDING AUTHORITY/OFFICIAL
APPROVED AS TO AVAILABILITY OF APPROPRIATION OR PURSUANT TO ARTICLE 12.2 OF THE GENERAL CONDITIONS	AGREES TO PROVIDE THE GOODS OR SERVICES AS INDICATED IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS.	ATTACH APPROVED LETTER OF AWARD AND OTHER REQUIRED DOCUMENTS.
IN THE AMOUNT OF <i>4M \$</i>		
	SIGNATURE	SIGNATURE
	President/CEO	4/22/15
	TITLE	DATE
<i>3/10/15</i>	<i>3/9/15</i>	
DATE	DATE	



MAYOR'S OFFICE OF  
EMERGENCY  
MANAGEMENT

MARTIN J. WALSH  
MAYOR



FOR LAW DEPARTMENT APPROVAL

Contract # 40555

March 9, 2015

The Honorable Martin J. Walsh  
Mayor of the City of Boston  
City Hall  
Boston, MA 02201

Dear Mr. Mayor,

Your Honor's permission is requested to award a contract to LAN-TEL Communications, Inc. of 1400 Providence Highway Building #2, Suite 2000, Norwood, MA 02062 to service an upgrade to the Metro Boston Homeland Security Region's Critical Infrastructure Monitoring System for the period of March 5, 2015 through July 31, 2016.

This contract is in compliance with the provisions of M.G.L. c. 30B because it involves a purchase from a vendor who has an annual contract with the Commonwealth of Massachusetts for the same items being purchased under this contract, which is available to all local governments in Massachusetts. The relevant provisions of the state contract number FAC64 are incorporated by reference into this contract. Lan-Tel Communications Inc. has agreed to furnish equipment and deployment services to the Office of Emergency Management at the same cost as provided under its original contract with the Commonwealth of Massachusetts.

Compensation under this contract will not exceed one million four hundred fifty thousand dollars (\$1,450,000.00), which I have determined to be reasonable for the services to be provided.

Respectfully yours,

*Rene Fielding*  
Rene Fielding  
Director

APPROVED

Martin J. Walsh  
Mayor of Boston

By *Martin J. Walsh*  
*in 4/22/15*

APPROVED  
LAW DEPARTMENT  
BY *Eugene L. O'Flaherty* *(ams)*  
EUGENE L. O'FLAHERTY  
CORPORATION COUNSEL

<b>Business Unit:</b> BOSTN	<b>Requester:</b> 121445	<b>Status:</b> Approved
<b>Requisition:</b> 0000335863	<b>Requested By:</b> Murphy, Andrew	<b>Currency:</b> USD
<b>Requisition Name:</b> CIMS FY15	<b>Entered Date:</b> 3/14/16	<b>Requisition Total:</b> 700,000.00
<b>Header Comments:</b>		
Attach to contract 40555		

Line: 1    **Item Description:** Critical Infrastructure Monitoring System (CIMS) Maintenance and Enhancements FY15    **Quantity:** 1.0000    **UOM:** EA    **Price:** 700,000.00    **Line Total:** 700,000.00  
**Line Status:** Approved

**Ship Line:** 1    **Ship To:** 4480    **Address:** Mayor's Office of Emergency Preparedness-Homeland Secur  
 Boston City Hall -Room 204  
 One City Hall Plaza  
 Boston MA 02201  
 United States    **Shipping Quantity:** 1.0000  
**Attention:** Andrew Murphy-OEM    **Due Date:**    **Shipping Total:** 700,000.00

Dist	Status	Location	Qty	PCT	Amount	GL Unit	Account
1	Open	4480	1.0000	100.00	700,000.00	BOSTN	52940

Dept	Fund	Program	Class	Budget Ref
231100	200	508J	2106	2016

Open QTY	Project	Open Amt
0.0000	HLS16002	700000.000

GL Base Amount	Currency	Sequence	Capitalize
700,000.00	USD	0	N



LAN-TEL Communications, Inc.  
1400 Providence Highway  
Suite 3100  
Norwood, MA 02062  
781.551.8599 Fax 781.551.8667  
www.lan-tel.com

APPROVED AS ORIGINAL

MAYOR'S OFFICE OF EMERGENCY  
PREPAREDNESS-HOMELAND SECURITY  
BOSTON CITY HALL-ROOM204  
ONE CITY HALL PLAZA  
BOSTON, MA 02201

INVOICE ID: 9917647  
DRAW ID: 5  
DATE: May 31.2018

CONTRACT ID: 18-5901-35  
CIMS MAINTENANCE 2017 2018  
LOCATION:

SALESPERSON:  
CUSTOMER ID: DOINNOV  
PO #: 686927  
Terms: Net 0

PO 0000686927 CONTRACT ID 43933

WORK PERFORMED FOR CITY OF BOSTON CONTRACT # BOSTN-00006558731 & BOSTN-000066207

BILLING FOR MAY 2018

PROJECT MANAGEMENT: \$	0.00
FIELD LABOR:	38,834.00
MATERIAL:	0.00

AMOUNT DUE: \$ 38,834.00

ATTN: ACCOUNTS PAYABLE

AMOUNT DUE THIS INVOICE

INTEREST @ 1.5% WILL BE CHARGED ON INVOICES OVER 60 DAYS.

\$38,834.00

OK to pay  
Per 6/7/18

U16 - 2.2 CIMS Maintenance



LAN-TEL Communications, Inc.  
1400 Providence Highway  
Suite 3100  
Norwood, MA 02062  
781.551.8599 Fax 781.551.8667  
www.lan-tel.com

APPROVED AS ORIGINAL

*JJ* 3/28/18

MAYOR'S OFFICE OF EMERGENCY  
PREPAREDNESS-HOMELAND SECURITY  
BOSTON CITY HALL-ROOM204  
ONE CITY HALL PLAZA  
BOSTON, MA 02201

INVOICE ID: 9917400  
DRAW ID: 1  
DATE: March 14, 2018

SALESPERSON:

CONTRACT ID: 18-5901-35  
CIMS MAINTENANCE 2017 2018  
LOCATION:

CUSTOMER ID: DOINNOV  
PO #: 686927  
Terms: Net 0

PO 0000686927 CONTRACT ID 43933

WORK PERFORMED FOR CITY OF BOSTON CONTRACT # BOSTN-00006558731 & BOSTN-000066207

BILLING FOR FEBRUARY 2018

PROJECT MANAGEMENT: \$ 1,568.00  
FIELD LABOR: 44,779.00  
MATERIAL: 0.00

AMOUNT DUE: \$ 46,347.00

ATTN: ACCOUNTS PAYABLE

AMOUNT DUE THIS INVOICE

\$46,347.00

INTEREST @ 1.5% WILL BE CHARGED ON INVOICES OVER 60 DAYS.

*Okay to pay*  
*JJ*  
*3/28/18*

*MB*  
*3/29/18*

*U16 2.2 CIMS Maintenance & Enhancements*



LAN-TEL Communications, Inc.  
1400 Providence Highway  
Suite 3100  
Norwood, MA 02062  
781.551.8599 Fax 781.551.8667  
www.lan-tel.com

MAYOR'S OFFICE OF EMERGENCY  
PREPAREDNESS-HOMELAND SECURITY  
BOSTON CITY HALL-ROOM204  
ONE CITY HALL PLAZA  
BOSTON, MA 02201

INVOICE ID: 9917575  
DRAW ID: 4  
DATE: April 30, 2018

APPROVED AS ORIGINAL

*[Handwritten signature]* 6/7/18

SALESPERSON:

CONTRACT ID: 18-5901-35  
CIMS MAINTENANCE 2017 2018  
LOCATION:

CUSTOMER ID: DOINNOV  
PO #: 686927  
Terms: Net 0

PO 0000686927 CONTRACT ID 43933

WORK PERFORMED FOR CITY OF BOSTON CONTRACT # BOSTN-00006558731 & BOSTN-000066207

BILLING FOR APRIL 2018

PROJECT MANAGEMENT: \$ 1,568.00  
FIELD LABOR: 35,071.00  
MATERIAL: 0.00

AMOUNT DUE: \$ 36,639.00

ATTN: ACCOUNTS PAYABLE

AMOUNT DUE THIS INVOICE

INTEREST @ 1.5% WILL BE CHARGED ON INVOICES OVER 60 DAYS.

**\$36,639.00**

*OK TO PAY  
MA 6/7/18*

0.00 \*

1,568.00 +  
35,071.00 +

*U16-2.2 CIMS Maintenance*

### April Labor Totals

Labor Type	Hours	Total
LAN-TEL Labor regular rate	124	\$13,516.00
LAN-TEL Labor overtime rate	60	\$7,500.00
LAN-TEL Labor Double Time Rate	0	\$0.00
LAN-TEL Software Tech rate	30	\$3,750.00
LAN-TEL Software Tech overtime rate	6	\$870.00
LAN-TEL Software Tech double time rate	0	\$0.00
Sonet	92.5	\$9,435.00
<b>Total Labor</b>	<b>312.5</b>	<b>\$35,071.00</b>

<b>Total Project Management Labor</b>	<b>16</b>	<b>\$1,568.00</b>
<b>Total Labor &amp; PM</b>		<b>\$36,639.00</b>

### April Material Totals

Total PTZ DVTel Cameras	0	\$0.00
Total Fixed DVTel Cameras	0	\$0.00
Total Power Supplies	0	\$0.00
Total Bucket Truck Rentals (LAN-TEL & Sonet)	0	\$0.00
Total Adapters	0	\$0.00
Total Encoders	0	\$0.00
Total NEMA Enclosures	0	\$0.00
Total Astro Brackets	0	\$0.00
Total Antennas & Assoc. Equipment	0	\$0.00
Total Cable & Assoc. Hardware	-	\$0.00
Total POES	0	\$0.00
Total Misc. Equipment	-	\$0.00
<b>Total Material Used</b>		<b>\$0.00</b>

<b>Total Billing for April 2018</b>	<b>\$36,639.00</b>
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# City of Boston Purchase Order

## City of Boston

Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States

<b>Dispatched</b>		
<b>Purchase Order</b> BOSTN-0000691296	<b>Date</b> 2015-05-01	<b>Revision</b>
<b>Payment Terms</b> 00	<b>Freight Terms</b> DES PPD	
<b>Buyer</b> Jones,Brenda		

**Vendor:** 0000019146  
Lan-Tel Communications Inc.  
1400 Providence Highway, Building 3, Suite 3100  
Norwood MA 02062  
United States

**Bill To:** Auditing Department  
One City Hall  
Room M-4  
Boston MA 02201  
United States  
**Ship To:** Emergency Preparedness-Homeland  
Secur  
Boston City Hall -Room 204  
One City Hall Plaza  
Boston MA 02201  
United States  
**Attention:** See Detail Below

Tax Exempt? Y

State Tax Exempt ID: 04-6001380

Contract ID: 000000000000000000040555

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	Reimbursement for April and May Invoices for services rendered on maintenance labor and materials for the MBHSR CIMS Camera System. Contract # 40555	1.00	EA	75473.00	75473.00	06/11/2018
	52940-200-231100-508J-2106-2017-HLS17002	1.00				

U16- 2.2  
Contract # 40555  
OEM POC: Brenda Jones Brenda.jones@boston.gov

Total PO Amount 75473.00

\*\*\*\*The above Purchase Order number must be included on all invoices to ensure accurate and timely payment.\*\*\*\*

Official Approvals		
I certify that all records regarding this procurement are on file	Approved as to availability of appropriation	
Brenda Jones	Sally Glora	6/26/2018
Department Head/Purchasing Agent/BPS Business Manager	City Auditor/BPS Business Manager	
This is not a valid purchase order without the above signatures.		



# City of Boston Purchase Order

## City of Boston

Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States

<b>Complete</b>		
<b>Purchase Order</b> BOSTN-0000689177	<b>Date</b> 2018-03-27	<b>Revision</b>
<b>Payment Terms</b> 00	<b>Freight Terms</b> DES PPD	
<b>Buyer</b> Jones,Brenda		

**Vendor:** 0000019146  
Lan-Tel Communications Inc.  
1400 Providence Highway, Building 3, Suite 3100  
Norwood MA 02062  
United States

**Bill To:** Auditing Department  
One City Hall  
Room M-4  
Boston MA 02201  
United States  
**Ship To:** Emergency Preparedness-Homeland Secur  
Boston City Hall -Room 204  
One City Hall Plaza  
Boston MA 02201  
United States  
**Attention:** See Detail Below

Tax Exempt? Y

State Tax Exempt ID: 04-6001380

Contract ID: 000000000000000000040555

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	CIMS Maintenance and Enhancements	1.00	EA	114413.00	114413.00	04/01/2018
				Attention: Jones, Jessica M.		
	52940-200-231100-508J-2106-2017-HLS17002	1.00				

Contract #40555  
POC: Jessica Jones / Jessica.jones@boston.gov/  
6176351350  
U16 2.2 CIMS Maintenance and enhancements  
per c/o close po 5/29/18-tl

**Total PO Amount** 114413.00

**\*\*\*\*The above Purchase Order number must be included on all invoices to ensure accurate and timely payment.\*\*\*\***

Official Approvals		
I certify that all records regarding this procurement are on file	Approved as to availability of appropriation	
<b>Unauthorized</b>	<b>Unauthorized</b>	<b>5/29/2018</b>
Department Head/Purchasing Agent/BPS Business Manager	City Auditor/BPS Business Manager	
This is not a valid purchase order without the above signatures.		



LAN-TEL Communications, Inc.  
1400 Providence Highway  
Suite 3100  
Norwood, MA 02062  
781.551.8599 Fax 781.551.8667  
www.lan-tel.com

MAYOR'S OFFICE OF EMERGENCY  
PREPAREDNESS-HOMELAND SECURITY  
BOSTON CITY HALL-ROOM204  
ONE CITY HALL PLAZA  
BOSTON, MA 02201

INVOICE ID: 9917523  
DRAW ID: 2  
DATE: March 31, 2018

CONTRACT ID: 18-5901-35  
CIMS MAINTENANCE 2017 2018  
LOCATION:

SALESPERSON:  
CUSTOMER ID: DOINNOV  
PO #: 686927  
Terms: Net 0

PO 0000686927 CONTRACT ID 43933

WORK PERFORMED FOR CITY OF BOSTON CONTRACT # BOSTN-00006558731 & BOSTN-000066207

BILLING FOR MARCH 2018

PROJECT MANAGEMENT:	\$ 0.00
FIELD LABOR:	68,066.00
MATERIAL:	0.00

AMOUNT DUE: \$ 68,066.00

APPROVED AS ORIGINAL

*JJ 4/11/18*

ATTN: ACCOUNTS PAYABLE

AMOUNT DUE THIS INVOICE

**\$68,066.00**

INTEREST @ 1.5% WILL BE CHARGED ON INVOICES OVER 60 DAYS.

*U16-2.2*

*Okay to pay*

*JJ 4/11/18*

*MB 4/24/18*



# City of Boston Purchase Order

## City of Boston

Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States

<b>Complete</b>		
<b>Purchase Order</b> BOSTN-0000678832	<b>Date</b> 2017-05-05	<b>Revision</b>
<b>Payment Terms</b> 00	<b>Freight Terms</b> DES PPD	
<b>Buyer</b> Habershaw,Deirdre		

**Vendor:** 0000019146  
Lan-Tel Communications Inc.  
1400 Providence Highway, Building 3, Suite 3100  
Norwood MA 02062  
United States

**Bill To:** Auditing Department  
One City Hall  
Room M-4  
Boston MA 02201  
United States  
**Ship To:** Emergency Preparedness-Homeland  
Secur  
Boston City Hall -Room 204  
One City Hall Plaza  
Boston MA 02201  
United States  
**Attention:** See Detail Below

Tax Exempt? Y

State Tax Exempt ID: 04-6001380

Contract ID: 000000000000000000040555

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	CIMS Maintenance and Enhancements	1.00	EA	299999.50	299999.50	05/10/2017
				Attention: Habershaw,Deirdre		
	52940-200-231100-508J-2106-2017-HLS17002	1.00				

Total PO Amount

\*\*\*\*The above Purchase Order number must be included on all invoices to ensure accurate and timely payment.\*\*\*\*

Official Approvals		
I certify that all records regarding this procurement are on file	Approved as to availability of appropriation	
Unauthorized	Unauthorized	2/26/2018
Department Head/Purchasing Agent/BPS Business Manager	City Auditor/BPS Business Manager	
This is not a valid purchase order without the above signatures.		



# STANDARD CONTRACT DOCUMENT

## CITY OF BOSTON

(FORM CM 10)

**CONTRACT ID: 40555**

Contractor Legal Name: LAN-TEL Communications, Inc.  (and d/b/a): Contractor Address: 1400 Providence Highway Building #2, Suite 2000 Norwood, MA 02062	City Department Name: Mayor's Office of Emergency Management  Department Head: Rene Fielding, Director  Mailing Address: 1 City Hall Plaza Room 204 Boston, MA 02201
Contractor Vendor ID: 19146	Billing Address (if different):

ACCOUNT	FUND	DEPT ID	PROGRAM	CLASS	PROJECT	BUD REF	FUNCTION	AMOUNT
52907	200	231100	508J	2106	HLS14002	2014		\$600,000.00
52907	200	231100	508J	2106	HLS15002	2015		\$850,000.00
								\$
								\$
								\$

**Contract Details**

Description/Scope of Services: (Attach supporting documentation)  
 Upgrades to the MBHSR CIMS camera system

Begin Date: 3/5/15

End Date: 7/31/16

Rate: \$

Not to Exceed Amount: \$ 1,450,000.00

(Attach details of all rates, units, and charges)

**Contract Signatures**

AUDITOR	CONTRACTOR	AWARDING AUTHORITY/OFFICIAL
APPROVED AS TO AVAILABILITY OF APPROPRIATION OR PURSUANT TO ARTICLE 12.2 OF THE GENERAL CONDITIONS  IN THE AMOUNT OF  <i>MM \$</i>	AGREES TO PROVIDE THE GOODS OR SERVICES AS INDICATED IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS.	ATTACH APPROVED LETTER OF AWARD AND OTHER REQUIRED DOCUMENTS.
 SIGNATURE	 SIGNATURE	 SIGNATURE
3/10/15 DATE	President/CEO TITLE  3/9/15 DATE	4/22/15 DATE  Date <u>4/27/15</u>

EXECUTED

Approved as to form by Corporation Counsel July 2012  
 No payment will be made until the executed contract is filed with the Auditing Department

**By**

*MM*

# CITY OF BOSTON

## STANDARD CONTRACT GENERAL CONDITIONS

### ARTICLE 1 -- DEFINITION OF TERMS:

1.1 The following terms in these Contract Documents shall be construed as follows:

1.1.1 "City" shall mean the City of Boston, Massachusetts.

1.1.2 "Contract" and "Contract Documents" shall include, in the following hierarchy of document precedence, as applicable: the City's Standard Contract Document; these Standard Contract General Conditions; the Invitations for Bids, Requests for Proposals, or other solicitations; the Contractor's responses including Contractor Certifications and Applications, excluding any language stricken by City as unacceptable and including any negotiated statements of work contemplated by the solicitation; and Performance Bonds, which documents are incorporated herein by reference.

1.1.3 "Contractor" shall mean the individual, partnership, corporation or other entity to which this Contract is awarded.

1.1.4 "Official" shall mean the awarding authority/officer acting on behalf of the City in the execution of the Contract.

### ARTICLE 2 -- PERFORMANCE:

2.1 The Contractor shall conform to all determinations and directions, in accordance with provisions of this Contract, of the Official concerning all questions which may arise relating to the performance of services under this Contract.

2.2 The Contractor shall, upon written request of the Official, remove from City premises and replace all individuals in the Contractor's employ whom the Official determines to be disorderly, careless or incompetent or to be employed in violation of the terms of this Contract.

2.3 City is entitled to ownership and possession of all deliverables purchased or developed with Contract funds. All work papers, reports, questionnaires and other written materials prepared or collected by the Contractor in the course of completing the work to be performed under this Contract shall at all times be the exclusive property of the City. The Contractor shall not use such materials for any purposes other than the purpose of this Contract without the prior written consent of the Official. All Contractor proprietary rights shall be detailed in the Contract Documents.

2.4 Prior to beginning performance under this Contract, Contractor must receive a Purchase Order from City.

### ARTICLE 3 -- ACCEPTANCE OF GOODS OR SERVICES:

3.1 Performance under this Contract shall include services rendered, obligations due, costs incurred, goods and deliverables provided and accepted by City. The City shall have a reasonable opportunity to inspect all goods and deliverables, services performed by, and work product of the Contractor, and accept or reject such goods, deliverables, services, or work product.

### ARTICLE 4 -- TIME:

4.1 It is understood and agreed that Contractor's performance shall be timely and meet or exceed industry standards for the performance required.

### ARTICLE 5 -- COMPENSATION:

5.1 The Contractor may, in the absence of a payment schedule, periodically submit to the Official invoices, itemizing goods, services, labor and expenses for which compensation is due and requesting payment for goods received or services rendered by the Contractor during the period covered by the invoice.

5.2 Thereupon the Official shall estimate the value of goods or services accepted by the City in accordance with the specific terms and conditions of a Contract, and City shall pay to the Contractor such amount less sums retained under the provisions of Article 8 of these General Conditions.

5.3 The City shall pay in full and complete compensation for goods received and accepted and services performed and accepted under this Contract in an amount not to exceed the amount shown on the face of this Contract paid in accordance with the rate indicated or in accordance with a prescribed schedule. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the City from all claims, liabilities or other obligations relating to the performance of a Contract.

5.4 In the event that this Contract provides for reimbursement by the City to the Contractor for travel or other expenses, the Contractor shall submit such proposed expenses to the Official for approval prior to the incurrence of such expenses, unless the Contract specifically provides otherwise, and all travel reimbursement shall be consistent with the City's Travel Policies and Procedures.

5.5 The Contractor shall furnish such information, estimate or vouchers relating to the goods or services or to documentation of labor or expenses as may be requested by the Official.

### ARTICLE 6 -- RELATIONSHIP WITH THE CITY

6.1 The Contractor is retained solely for the purposes of and to the extent set forth in this Contract. Contractor's relationship to the City during the term of this Contract shall be that of an independent Contractor. The Contractor shall have no capacity to involve the City in any contract nor to incur any liability on the part of the City. The Contractor, its agents or employees shall not be considered as having the status or pension rights of an employee; provided that the Contractor shall be considered an employee for the purpose of General Laws c. 268A (the Conflict of Interest Law). The City shall not be liable for any personal injury to or death of the Contractor, its agents or employees.

6.2 Unless all the terms and conditions for the delivery or provision of goods or services by the Contractor to the City specified by this Contract are expressly set forth in a writing incorporated herein by reference, such delivery of goods or services shall require written approval of or direction by the Official prior to the incurrence of any liability by the City. The City has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract.

6.3 All alterations or additions, material or otherwise, to the terms and conditions of this Contract must be in writing and signed by the Official and Contractor and filed with the City Auditor. The City's Standard Contract Document and Standard Contract General Conditions shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, including contract forms, purchase orders, or invoices of the Contractor.

6.4 Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

### ARTICLE 7 -- ASSUMPTION OF LOSS AND LIABILITY:

7.1 The Contractor shall pay and be exclusively responsible for all debts for labor and material contracted for by Contractor for the rental of any appliance or equipment hired by Contractor and/or for any expense incurred on account of services to be performed under this Contract.

7.2 The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all goods and deliverables, until possession, ownership and full legal title to the goods and deliverables are transferred to and accepted by the City.

7.3 To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless, and assume the defense of the City, its officers, agents or employees, with counsel acceptable to City, which acceptance shall not be unreasonably withheld, from all liabilities, suits, claims, losses, and costs or any other damages against them or any of them arising from any act or omission of the Contractor, its agents, officers, employees, or subcontractors in any way connected with performance under this Contract.

#### ARTICLE 8 -- REMEDIES OF THE CITY:

8.1 If the Contractor provides goods and/or services that do not comply with Contract specifications and requirements as reasonably determined by the Official, the Official may request that the Contractor refurbish services or provide substitute goods at no additional cost to the City until approved by the Official. If the Contractor shall fail to provide satisfactory goods or services, the Official, in the alternative, may make any reasonable purchase or Contract to purchase goods or services in substitution for those due from the Contractor. The City may deduct the cost of any substitute Contract or nonperformance of services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor. The City otherwise retains all rights and remedies at law or in equity.

8.2 If the damages sustained by the City as determined by the Official exceed sums due or to become due, the Contractor shall pay the difference to the City upon demand.

8.3 The Contractor shall not be liable for any damages sustained by the City due to the Contractor's failure to furnish goods or services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including but not necessarily limited to a state of war, act of enemies, embargoes, expropriation or labor strike or any unanticipated federal, state, or municipal governmental regulation or order, provided that the Contractor has notified the Official in writing of such cause as soon as practicable.

8.4 The City may terminate this Contract for cause if the Contractor has breached any material term or condition and has not corrected the breach within a reasonable period of time after written notice from the City identifying the breach. This Contract may be terminated at any time for the convenience of the City at the option of the Official by delivering or mailing to the Contractor at the Contractor's business address a written notice of termination setting forth the date, not less than seven (7) days after the date of such delivery or mailing, when such termination shall be effective. In the event of such termination for convenience, the Contractor shall be compensated for services rendered to the effective date of said termination in accordance with the rates of compensation specified in this Contract. The parties agree that if City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

#### ARTICLE 9 -- REMEDIES OF CONTRACTOR:

9.1 If damages, other than loss on nonconforming services or on services not performed, are actually sustained by the Contractor due to any act or material omission for which the City is legally responsible, the City may allow a sum equal to the amount of such damages sustained by the Contractor as determined by the Official in writing, provided the Contractor shall have delivered to the Official a detailed written statement of such damages and cause thereof within thirty (30) days after the act or material omission by the City.

#### ARTICLE 10 -- PROHIBITION AGAINST ASSIGNMENT:

10.1 The Contractor shall not assign, delegate, subcontract or in any way transfer any interest in this Contract without prior written consent of the Official.

#### ARTICLE 11 -- COMPLIANCE WITH LAWS AND PUBLIC POLICY:

11.1 This Contract is made subject to all laws of the Commonwealth of Massachusetts. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

11.2 The Contractor shall provide, at its sole expense, all necessary licenses, permits or other authorizations required by the City, the Commonwealth of Massachusetts or any other governmental agency with proper jurisdiction.

11.3 The Contractor shall where applicable take out and maintain during the term of this Contract such Worker's Compensation insurance as may be reasonably necessary to protect the Contractor from claims under General Laws c. 152 (the Worker's Compensation Law). The Contractor shall at all times maintain professional, liability, and other appropriate insurance as required by the solicitation or as otherwise required by City, but in no event less than the amount and type of insurance coverage sufficient to cover the performance.

11.4 The Contractor agrees and shall require any subcontractor to agree not to discriminate in connection with the performance of work under the Contract against any employee or applicant for employment because of sex, race, color, sexual orientation, gender identity or expression, marital status, parental status, ex-offender status, prior psychiatric treatment, military status, religious creed, disability, national origin, ancestry, source of income, or age, unless based upon a legally permissible and bona fide occupational qualification. The Contractor agrees and shall require any subcontractor to agree to post in conspicuous places notices to be provided by the Massachusetts Commission Against Discrimination, setting forth provisions of the Fair Employment Practice Law of the Commonwealth.

11.5 The Contractor's attention is called to General Laws c. 268A (the Conflict of Interest Law). The Contractor shall not act in collusion with any City officer, agent, or employee, nor shall the Contractor make gifts regarding this Contract or any other matter in which the City has a direct and substantial interest.

11.6 The Contractor shall keep himself fully informed of all City Ordinances and Regulations, and State and Federal laws, which in any manner affect the work herein specified. The Contractor shall at all times observe and comply with said ordinances, regulations or laws, and shall defend, hold harmless, and indemnify the City, its officers, agents and employees against any claim or liability arising from or based on the violations of such ordinances, regulations or laws, caused by the negligent actions or omissions of the Contractor, its agents, or employees.

11.7 In furtherance of the Mayor's Executive Order "Minority and Women Business Enterprise Development" dated December 31, 1987 and the Ordinance entitled "Promoting Minority and Women Owned Business Enterprises in the City of Boston" (City of Boston, Chapter IV, Section 4-4), it is understood and agreed by the Contractor, and the Contractor by the execution of this Contract so certifies, as follows: (1) That the Contractor shall actively solicit bids for the subcontracting of goods and services from certified minority and women businesses; (2) That in reviewing substantially equal proposals the Contractor shall give additional consideration to the award of subcontracts to certified minority and women bidders.

11.8 The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the U.S. government, the Commonwealth of Massachusetts, or any of its subdivisions.

ARTICLE 12 -- AVAILABLE APPROPRIATION:

12.1 This Contract and payments hereunder are subject to the availability of an appropriation therefor. Any oral or written representations, commitments, or assurances made by the Official or any other City representatives are not binding. Contractors should verify funding prior to beginning performance.

12.2 If the Contract is funded under a grant with the Federal Government, it is being executed without further appropriation pursuant to General Laws c. 44, s.53A.

12.3 When the amount of the City Auditor's certification of available funds is less than the face amount of the Contract, the City shall not be liable for any claims or requests for payment by the Contractor which would cause total claims or payments under this Contract to exceed the amount so certified.

12.4 Unless otherwise expressly provided in a writing incorporated herein by reference, the amount certified by the City Auditor as available funds under this Contract may be increased or decreased by the Official with the written approval of such change by the City Auditor. In the event of any decrease in the amount certified, the Contractor shall be compensated for services rendered to the effective date of such reduction, in accordance with the rates of compensation specified in this Contract.

ARTICLE 13 -- RELEASE OF CITY ON FINAL PAYMENT:

13.1 Acceptance by the Contractor of payment from the City for final services under this Contract shall be deemed to release forever the City from all claims and liabilities, except those which the Contractor notifies the Official in writing within six (6) months after such payment.

ARTICLE 14 -- PUBLIC RECORDS AND ACCESS

14.1 The Contractor shall provide full access to records related to performance and compliance to the City for seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor cannot claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

ARTICLE 15 -- STATE TAXATION CERTIFICATION:

15.1 Pursuant to M.G.L. c. 62C, s. 49A, the Contractor certifies under penalties of perjury, that to the best of Contractor's knowledge and belief, Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

(NOTE: The Taxpayer Identification Number will be furnished to the Massachusetts Department of Revenue to determine compliance with the above-referenced law).

ARTICLE 16 -- MONIES OWED TO THE CITY:

16.1 Pursuant to M.G.L. c. 60, s. 93, the Contractor agrees that the Collector/Treasurer of the City of Boston may withhold from amounts owing and payable to the Contractor under this Contract any sums owed to any department or agency of the City of Boston which remain wholly or partially unpaid. This shall include but not be limited to unpaid taxes and assessments, police details, and any other fees and charges until such sums owed have been paid in full, and the Collector/Treasurer may apply any amount owing and payable to the Contractor to satisfy any monies owed to the City.

ARTICLE 17 -- BID COLLUSION:

17.1 The Contractor certifies under penalties of perjury that his/her bid or proposal has been made and submitted in good faith and without collusion, fraud, or unfair trade practice with any other person. As used in this article, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals. Any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

ARTICLE 18 -- FORUM AND CHOICE OF LAW:

18.1 Any actions arising out of this Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Boston, Massachusetts which shall have exclusive jurisdiction thereof.

Approved as to form by Corporation Counsel March 2014



MAYOR'S OFFICE OF  
EMERGENCY  
MANAGEMENT

MARTIN J. WALSH  
MAYOR



**FOR LAW DEPARTMENT APPROVAL**

Contract # 40555

March 9, 2015

The Honorable Martin J. Walsh  
Mayor of the City of Boston  
City Hall  
Boston, MA 02201

Dear Mr. Mayor,

Your Honor's permission is requested to award a contract to LAN-TEL Communications, Inc. of 1400 Providence Highway Building #2, Suite 2000, Norwood, MA 02062 to service an upgrade to the Metro Boston Homeland Security Region's Critical Infrastructure Monitoring System for the period of March 5, 2015 through July 31, 2016.

This contract is in compliance with the provisions of M.G.L. c. 30B because it involves a purchase from a vendor who has an annual contract with the Commonwealth of Massachusetts for the same items being purchased under this contract, which is available to all local governments in Massachusetts. The relevant provisions of the state contract number FAC64 are incorporated by reference into this contract. Lan-Tel Communications Inc. has agreed to furnish equipment and deployment services to the Office of Emergency Management at the same cost as provided under its original contract with the Commonwealth of Massachusetts.

Compensation under this contract will not exceed one million four hundred fifty thousand dollars (\$1,450,000.00), which I have determined to be reasonable for the services to be provided.

Respectfully yours,

*Rene Fielding*  
Rene Fielding  
Director

**APPROVED**

**Martin J. Walsh  
Mayor of Boston**

By *Martin J. Walsh*  
to 4/22/15

**APPROVED  
LAW DEPARTMENT**

BY *Eugene L. O'Flaherty*  
**EUGENE L. O'FLAHERTY**  
CORPORATION COUNSEL

*emo*

**CERTIFICATE OF AUTHORITY**  
(For Corporations Only)

03/06/2015  
(Current Date)

At a meeting of the Directors of the LAN-TEL Communications, Inc.  
(Name of Corporation)  
duly called and held at 1400 Providence Highway, Norwood, MA 02062  
(Location of Meeting)  
on the 6th day of March 2015 at which a quorum was present and acting,  
it was VOTED, that Joseph H. Bodio  
(Name)  
the President/CEO of this corporation is hereby  
(Position)  
authorized and empowered to make, enter into, sign, seal and deliver in behalf of this corporation  
a contract for Annual enhancements to the MBHSR CIMS camera system  
(Describe Service)

with the City of Boston, and a performance bond in connection with said contract.

I do hereby certify that the above is a true and correct copy of the record that said vote  
has not been amended or repealed and is in full force and effect as of this date, and that

Joseph H. Bodio  
(Name)  
is the duly elected President/CEO of this  
(Position)  
corporation.

Attest:

(Affix Corporate Seal Here)

  
(Clerk) (Secretary) of the Corporation

**CITY OF BOSTON**  
**CONTRACTOR CERTIFICATION**

To the Official, acting in the name and on behalf of the City of Boston

- A. The undersigned agrees to furnish all labor and materials and to perform all work required for:

Enhancements to the MBHSR CIMS camera system

---

---

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in accordance with the terms of the accompanying contract documents.

- B. The Contractor is a/an:

Corporation

(Individual-Partnership-Corporation-Joint Venture-Trust)

---

1. If the Contractor is a Partnership, state name and address of all partners:
- 
- 
- 

2. If the Contractor is a Corporation, state the following:

Corporation is incorporated in the State of MA

President is Joseph H. Bodio

Treasurer is Joseph H. Bodio

Place of business is 1400 Providence Highway, Norwood, MA 02062  
(Street)

(City, State and Zip Code)

3. If the Contractor is a Joint Venture, state the name and business address of each person, firm or company that is party to the joint venture:

---

---

---

A copy of the joint venture agreement is on file at \_\_\_\_\_ and will be delivered to the Official on request.

4. If the Contractor is a Trust, state the name and address of all Trustees:

---

---

---

The trust document(s) are on file at \_\_\_\_\_, and will be delivered to the Official on request.

5. If the business is conducted under any title other than the real name of the owner, state the time when, and place where, the certificate required by General Laws, c.110, §5, was filed:

---

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6. The Taxpayer Identification Number\* of the contractor (the number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941) is:

 \_\_\_\_\_

\*If individual, use Social Security Number \_\_\_\_\_

7. The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity

or group of individuals.

Contractor: LAN-TEL Communications, Inc.

By:   
(Sign Here)

Title: President/CEO

Business Address: 1400 Providence Highway  
(Street)  
Norwood, MA 02062  
(City, State and Zip Code)

**NOTE: This statement must bear the signature of the contractor.**

**If the Contractor is an individual doing business under a name other than his own name this statement must so state, giving the address of the individual.**

**If the Contractor is a partnership this statement must be signed by a general partner designated as such. If the Contractor is a corporation, trust or joint venture this statement must be signed by a duly authorized officer or agent of such corporation, trust or joint venture.**

APPROVED AS TO FORM BY CORPORATION COUNSEL JUNE 2014  
THIS FORM IS VOID AND WITHOUT LEGAL EFFECT IF ALTERED IN ANY WAY

(PUB JUNE 2014)

**CERTIFICATE FOR "NO RISK" CONTRACTS**

**TO:** CORPORATION COUNSEL

**FROM:** Mayor's Office of Emergency Management  
**(Department or Agency)**

This is to certify that I have reviewed the attached contract with

LAN-TEL Communications, Inc.  
Vendor/Contractor

for

Annual Enhancements to the Metro Boston Homeland Security Region's CIMS camera system  
Nature of Service

and it is my belief that there is little or no risk of default or unsatisfactory performance by the vendor/contractor.

  
Awarding Authority/Official

APPROVED AS TO FORM BY CORPORATION COUNSEL FEBRUARY, 1998  
THIS FORM IS VOID AND WITHOUT LEGAL EFFECT IF ALTERED IN ANY WAY

**CM FORM 15A**

**CORI COMPLIANCE**

The City of Boston is subject to City of Boston Code, Chapter 4, section 7, which is intended to ensure that persons and businesses supplying goods and/or services to the City of Boston deploy fair policies relating to the screening and identification of person with criminal backgrounds through the CORI system. Vendors entering into contracts with the City must affirm that their policies regarding CORI information are consistent with the standards set by the City of Boston.

**CERTIFICATION**

The undersigned certifies under penalties of perjury that the vendor is in compliance with the provisions of City of Boston Code, Chapter 4, section 7, as currently in effect. **All Vendors must check one of the three lines below.**

1.  CORI checks are not performed on any Applicants.
2.  CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policy is consistent with the standards set forth on the attached CM Form 15B.
3.  CORI checks are performed on some or all Applicants. The Vendor's CORI policy is not consistent with the standards set forth on the attached CM Form 15B (a copy of the Vendor's written CORI policy must accompany this form).

Joseph H. Bodio  
(Typed or printed name of person signing  
quotation, bid or proposal)

  
Signature

LAN-TEL Communications, Inc.  
(Name of Business)

**NOTE:**

The Awarding Authority may grant a waiver of CBC 4-7.3 under exigent circumstance on a contract by contract basis.

**Instructions for Completing CM Form 15B:**

A Vendor should not check Line 1 unless it performs NO CORI checks on ANY applicant.

A Vendor who checks Lines 2 certifies that the Vendor's CORI policy conforms to the standards set forth in CM Form 15B. A

Vendor with a CORI policy that does NOT conform to the standards set forth on CM Form 15B must check Line 3. Vendors

who check Line 3 will not be permitted to enter into contracts with the City, absent a waiver, as provided for in CBC 4-7.4.

For any waiver to be granted, a completed CM Form 15C must be completed by the awarding authority and attached hereto.

## **CM FORM 15B**

### **CORI COMPLIANCE STANDARDS**

By checking line 2 on the foregoing CM Form 15A, the Vendor affirms that its CORI-related policies, practices, and standards are consistent with the following standards:

1. The Vendor does not conduct a CORI check on an Applicant unless a CORI check is required by law or the Vendor has made a good faith determination that the relevant position is of such sensitivity that a CORI report is warranted.
2. The Vendor reviews the qualifications of an Applicant and determines that an Applicant is otherwise qualified for the relevant position before the Vendor conducts a CORI check. The Vendor does not conduct a CORI check for an Applicant that is not otherwise qualified for a relevant position.
3. If the Vendor has been authorized by the MDCJIS to receive CORI reports consisting solely of conviction and case-pending information and the CORI report received by the Vendor contains other information (i.e. cases disposed favorably for the Applicant such as Not Guilty, Dismissal) then the Vendor informs the Applicant and provides the Applicant with a copy of MDCJIS' information for the Applicant to pursue correction.
4. When the Vendor receives a proper CORI report of an Applicant that contains only the CORI information that the Vendor is authorized to receive and the Vendor is inclined to question an applicant about their criminal history, or refuse, rescind, or revoke the offer of a position to an Applicant, then the Vendor complies with this section by, including, but not limited to, notifying the Applicant of the potential adverse employment action, providing the Applicant with a photocopy of the CORI report received by the Vendor, informing the Applicant of the specific parts of the CORI report that concern the Vendor, providing an opportunity for the Applicant to discuss the CORI report with the Vendor including an opportunity for the Applicant to present information rebutting the accuracy and/or relevance of the CORI report, reviewing any information and documentation received from the Applicant, and documenting all steps taken to comply with 803 CMR 2.17.
5. The Vendor makes final employment-related decisions based on all of the information available to the Vendor, including the seriousness of the crime(s), the relevance of the crime(s), the age of the crime(s), and the occurrences in the life of the Applicant since the crime(s). If the final decision of the Vendor is adverse to the Applicant and results in the refusal, rescission, or revocation of a position with the Vendor then the Vendor promptly notifies the Applicant of the decision and the specific reasons therefor. Nothing in these requirements modifies or affects a Vendor's obligation to comply with Massachusetts or federal laws regarding CORI.

APPROVED AS TO FORM BY CORPORATION COUNSEL JUNE 2014

(PUB June 2014)

**CM FORM 16**

**WAGE THEFT PREVENTION**

The City of Boston has established requirements for City contracts in an effort to prevent wage theft. Prospective vendors must provide the following certifications or disclosures with their bids/proposals. Failure to provide the following shall result in rejection of the bid/proposal.

**CERTIFICATION**

The undersigned certifies under penalties of perjury that the vendor is in compliance with the provisions of the Executive Order titled "Establishing Requirements for City Contracts in an Effort to Prevent Wage Theft," as currently in effect. **All Vendors must certify the following:**

1.  Neither this firm nor any subcontractor has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c149, c151, or the Fair Labor Standards Act within three (3) years prior to the date of this bid/proposal submission.
2.  This firm, or a subcontractor of this firm, has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c149, c151, or the Fair Labor Standards Act within three (3) years prior to the date of this bid/proposal submission and such documentation is included in the bid/proposal submission.
3. Any federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c149, c151, or the Fair Labor Standards Act imposed while any bid/proposal is pending and, if awarded a contract, during the term of the contract, will be reported to the Official within five (5) days of receiving notice.
4. Vendors awarded a contract that have disclosed a federal or state criminal or civil judgment, administrative citation, final administrative determination, or order resulting from a violation of G.L. c149, c151, or the Fair Labor Standards Act within three (3) years prior to the date of this bid/proposal, or during the term of the contract and through the contract term shall furnish their monthly certified payrolls to the Official for all employees working on such contract and may be required to obtain a wage bond or other suitable insurance in an amount equal to the aggregate of one year's gross wages for all employees. Vendors subject to a state or

federal debarment for violation of the above laws or prohibited from contracting with the Commonwealth are prohibited from contracting with the City, and upon a finding or order of debarment or prohibition, the City may terminate the contract.

5. Notice provided by the City, informing employees of the protections of the Order and applicable local, state, and federal law will be posted in conspicuous places.

Joseph H. Bodio  
(Typed or printed name of person signing  
quotation, bid or proposal)

  
Signature

LAN-TEL Communications, Inc.  
(Name of Business)

**Instructions for Completing CM Form 16:**

A vendor must check box 1 or box 2 as applicable and must sign this Form, certifying compliance with the requirements set out in this Form. This Form must be included with the bid or proposal, and for multi-year contracts must be completed annually on the contract anniversary.

Pursuant to the above mentioned Executive Order, vendors who have been awarded a contract with the City of Boston must post the Massachusetts Wage and Hour Laws notice informing employees of the protections of G.L. c. 149, c. 151, and the Fair Labor Standards Act in conspicuous places. This notice can be found at:

<http://www.mass.gov/ago/docs/workplace/wage/wagehourposter.pdf>



# CITY OF BOSTON JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION • (617) 918-5259

## COVERED VENDORS LIVING WAGE AGREEMENT

At the same time the City of Boston awards a Service Contract through a Bid, a Request for Proposal or an Unadvertised Contract, the Covered Vendor must complete this Form and submit it to the City, agreeing to the following conditions. In addition, any Subcontractor of the Covered Vendor shall complete this form and submit it to the City at the time the Subcontract is executed, also agreeing to the following conditions:

**Part 1: Covered Vendor (or Subcontractor) Information:**

Name of Vendor: LAN-TEL Communications, Inc.

Local Contact Person: Kate Waldron

Address 1400 Providence Highway, Suite 2000, Norwood, MA 02062  
Street City Zip

Telephone #: 781.352.4134 Fax #: 781.551.8667

E-Mail: kwaldron@lan-tel.com

**Part 2: Name of the program or project under which the Contract or Subcontract is being awarded:** UASI Grant

**Part 3: Workforce Profile of Covered Employees paid by the Service Contract or Subcontract:**

A. List all Covered Employees' job titles with wage ranges (Use additional sheets of paper if necessary): Identify number of employees in each wage range.

JOB TITLE	< \$13.89 p/h	\$13.89 p/h- \$15.00 p/h	\$15.01 p/h- \$20.00 p/h	> \$20.01 p/h
Telecommunications Technician				75
Telecommunications Apprentice			20	

B. Total number of Covered Employees: 95

C. Number of Covered Employees who are Boston residents: 14

D. Number of Covered Employees who are minorities: 13

E. Number of Covered Employees who are women: 11

**Part 4: Covered Vendor's Past Efforts and Future Goals** *(Use additional sheets of paper if necessary in answering any of these questions):*

**Describe your past efforts and future goals to hire low and moderate income Boston residents:**

LAN-TEL is an IBEW Local 103 company, and as such, must comply with its collective bargaining agreement and draw its employees from the labor pool of IBEW Local 103. To the extent that there are individuals available for hire from the pool, LAN-TEL will make a concerted effort to seek out low and moderate income Boston residents and minorities.

**Describe your past efforts and future goals to train Covered Employees:**

LAN-TEL's employees are trained via a 5-year apprenticeship program per the requirements of its collective bargaining agreement. Additionally, LAN-TEL employees continue to receive on-the-job training on an ongoing basis.

**Describe the potential for advancement and raises for Covered Employees:**

Employee advancement and raises are dictated by the IBEW Local 103 Collective Bargaining Agreement.

**What is the net increase and decrease in number of jobs or number of jobs maintained by classification that will result from the awarding of the Service Contract:**

At this time, it is not anticipated that additional employees will be added or subtracted due to this contract.

**Part 5: Service Contracts:**

List all Service Subcontracts either awarded or that will be awarded to vendors with funds from the Service Contract:

<u>SUBCONTRACTOR</u>	<u>ADDRESS</u>	<u>AMOUNT OF SUBCONTRACT</u>
Not applicable		

**NOTE:** Any Covered Vendor awarded a Service Contract must notify the Contracting Department within three (3) working days of signing a Service Subcontract with a Vendor.

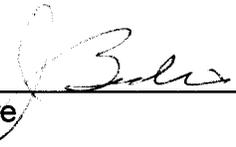
**IMPORTANT:** Please print in ink or type all required information. Assistance in completing this Form may be obtained by calling, The Living Wage Administrator, The Living Wage Division of the Office Of Jobs And Community Services, telephone: (617) 918-5259 or your Contracting Department.

**Part 6:** The following statement must be completed and signed by an authorized owner, officer or manager of the Covered Vendor. The signature of an attorney representing the Covered Vendor is **not** sufficient:

I, (print or type) Joseph H. Bodio (Authorized Representative of the Covered Vendor) on behalf of (print or type) LAN-TEL Communications, Inc. (name of Covered Vendor)

hereby state that the above-named, Covered Vendor is committed to pay all Covered Employees not less than the Living Wage, subject to adjustment each July 1, and to comply with the provisions of the Boston Jobs And Living Wage Ordinance.

I swear/affirm that the information which I am providing on behalf of Covered Vendor on this *Covered Vendor Agreement* is true and within my own personal knowledge. I understand that I am signing under the pains and penalties of perjury.

  
 \_\_\_\_\_  
 Signature

\_\_\_\_\_  
 March 13, 2015  
 Date

\_\_\_\_\_  
 President/CEO  
 Position with Covered Vendor



# CITY OF BOSTON JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION • (617) 918-5259

## VENDORS LIVING WAGE AFFIDAVIT

Any for-profit or any not-for-profit Vendor who employs at least 25 full-time equivalents (FTE) who has been awarded a Service Contract of \$25,000 or more from the City of Boston must comply with the provisions of the Boston Jobs And Living Wage Ordinance which requires any such Vendors to pay at least the **Living Wage which is \$13.89 per hour** to any employee who directly expends his or her time on the services set out in the contract. All Subcontractors whose subcontracts are at least \$25,000 are also required to pay the Living Wage.

*If you are bidding on or negotiating a Service Contract that meets the above criteria, you should submit this Affidavit prior to the awarding of the contract. If you believe that you are exempt from the Living Wage Ordinance, complete Section 4: Exemption from Living Wage Ordinance, or if you are requesting a General Waiver, please complete Section 5: General Waiver Reason(s).*

**WARNING:** No Service Contract will be executed until this Affidavit is completed, signed and submitted to the Contracting Department

**IMPORTANT:** Please print in ink or type all required information. Assistance in completing this Form may be obtained by calling or visiting, The Living Wage Administrator, The Living Wage Division of the Office Of Jobs And Community Services, telephone: (617) 918-5259, facsimile: (617) 918-5299, or your Contracting Department.

### Part 1: VENDOR INFORMATION:

Name of Vendor: LAN-TEL Communications, Inc.

Contact Person: Kate Waldron

Address 1400 Providence Highway, Suite 2000, Norwood, MA 02062  
Street City Zip

Telephone #: 781.551.8599 Fax #: 781.551.8667

E-Mail: kwaldron@lan-tel.com

### Part 2: CONTRACT INFORMATION:

Name of the program or project under which the Contract or Subcontract is being awarded:  
UASI Grant

Contracting Department: Mayor's Office of Emergency Management

Start Date of Contract: 7/1/14 End Date of Contract: 7/31/15

Length of Contract:  1 year  2 years  3 years  Other: \_\_\_\_\_ (years)

**PART 3: ADDITIONAL INFORMATION**

Please answer the following questions regarding your company or organization:

1. Your company or organization is: *check one*:

For Profit                       Not For Profit

2. Total number of "FTE" employees which you employ: 125

3. Total number of employees who will be assigned to work on the above-stated contract:  
12

4. Do you anticipate hiring any additional employees to perform the work of the Service Contract?

Yes                                       No

*If yes*, how many additional F.T.E.s do you plan to hire? \_\_\_\_\_

**PART 4: EXEMPTION FROM BOSTON JOBS AND LIVING WAGE ORDINANCE**

Any Vendor who qualifies may request an Exemption from the provisions of the Boston Jobs And Living Wage Ordinance by completing the following:

I hereby request an Exemption from the Boston Jobs And Living Wage Ordinance for the following reason(s): Attach any pertinent documents to this Application to prove that you are exempt from the Boston Jobs And Living Wage Ordinance. Please check the appropriate box(es) below:

- The construction contract awarded by the City of Boston is subject to the state prevailing wage law; and
- Assistance or contracts awarded to youth programs, provided that the contract is for stipends to youth in the program. "Youth Program" means any city, state, or federally funded program which employs youth, as defined by city, state, or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part-time program; and
- Assistance or contracts awarded to work-study or cooperative educational programs, provided that the Assistance or contract is for stipends to students in the programs; and
- Assistance and contracts awarded to vendors who provide services to the City and are awarded to vendors who provide trainees a stipend or wage as part of a job training program and provides the trainees with additional services, which may include but are not limited to room and board, case management, and job readiness services, and provided further that the trainees do not replace current City funded positions.

Please give a full statement describing in detail the reasons you are exempt from the Boston Jobs And Living Wage Ordinance (attach additional sheets if necessary):

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**PART 5. GENERAL WAIVER REASON(S)**

I hereby request a General Waiver from the Boston Jobs And Living Wage Ordinance. The application of the Boston Jobs And Living Wage Ordinance to my (check one):

- Service Contract
- Subcontract

violates the following state or federal statutory, regulatory or constitutional provision or provisions.

State the specific state or federal statutory, regulatory or constitutional provision or provisions, which makes compliance with the Boston Jobs And Living Wage Ordinance unlawful:

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**GENERAL WAIVER ATTACHMENTS:**

Please attach a copy of the conflicting statutory, regulatory or constitutional provisions that makes compliance with this ordinance unlawful.

Please give a full statement describing in detail the reasons the specific state or federal statutory, regulatory or constitutional provision or provisions makes compliance with the Boston Jobs And Living Wage Ordinance unlawful (attach additional sheets if necessary):

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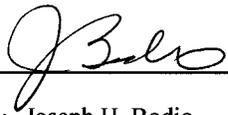


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**PART 6: VENDOR AFFIDAVIT:**

I Joseph H. Bodio a principal officer of the Covered Vendor certify and swear/affirm that the information provided on this **Vendors Living Wage Affidavit** is true and within my own personal knowledge and belief.

Signed under the pains and penalties of perjury.

SIGNATURE:  DATE: 03/06/2015

PRINTED NAME: Joseph H. Bodio

TITLE: President/CEO

[View assistance for Search Results](#)

## Search Results

### Current Search Terms: lan-tel communications\*

Your search for ""lan-tel"communications\*" returned the following results...

**Notice:** This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Entity	<b>LAN-TEL COMMUNICATIONS SERVICES, INC.</b>	Status: <b>Active</b>
<b>DUNS: 110883188</b>	<b>CAGE Code: 1UFN2</b>	<a href="#">View Details</a>
<b>Has Active Exclusion?: No</b>	<b>DoDAAC:</b>	
<b>Expiration Date: 11/25/2015</b>	<b>Delinquent Federal Debt? No</b>	
<b>Purpose of Registration: All Awards</b>		

Entity	<b>Lan-Tel Communications, Inc.</b>	Status: <b>Active</b>
<b>DUNS: 808236327</b>	<b>CAGE Code: 38WM0</b>	<a href="#">View Details</a>
<b>Has Active Exclusion?: No</b>	<b>DoDAAC:</b>	
<b>Expiration Date: 07/11/2015</b>	<b>Delinquent Federal Debt? No</b>	
<b>Purpose of Registration: All Awards</b>		

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**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



## How to Use the Security, Surveillance, Monitoring and Access Control Systems Statewide Contract

Contract #:	FAC64	Contract Duration:	06/01/2013 to 05/31/2016
MMARS #:	FAC64*	Options to renew:	Two (2) options of two (2) years each
Contract Manager:	Stephen Lyons – 617-720-3373 – <a href="mailto:steve.lyons@state.ma.us">steve.lyons@state.ma.us</a>		
This contract contains:	Small Business Purchasing Program (SBPP) and Supplier Diversity Office SDO Contractors		
Last change date:	2/2/15		

### Contract Summary

This contract covers the acquisition of Security Systems and Related Services to include, but not limited to, Video, Access Control, Integrated Video Management, Visitor Management, Locks, Alarms, Monitoring Services/Systems, Catalog Sales, Service, and Maintenance. There are three (3) categories and one subcategory available:

Category	Category Name
1	Catalog Sales
2	Security Equipment, Systems and Related
2A	Security Monitoring Services
3	Locks, Accessories and Related Equipment

### Benefits and Cost Savings

- Competitive mark-ups over prevailing wage and hourly wage rates.
- Competitive discounts on equipment
- Generous Prompt Payment Discounts
- Multiple quote process to drive additional discounts

### Who Can Use This Contract?

**Applicable Procurement Law:** MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00

**Eligible Entities:**

01. Cities, towns, districts, counties, and other political subdivisions;
02. Executive, Legislative, and Judicial branches, including all Departments and elected offices therein;
03. Independent public authorities, commissions, and quasi-public agencies;
04. Local public libraries, public school districts, and charter schools;
05. Public Hospitals owned by the Commonwealth;
06. Public institutions of high education;
07. Public purchasing cooperatives;
08. Non-profit, UFR-certified organizations that are doing business with the Commonwealth;
09. Other States and Territories with no prior approval by the State Purchasing Agent required; and
10. Other entities when designated in writing by the State Purchasing Agent

## Compliance with Construction Law

This contract does not include construction related services. Eligible Entities should consult their legal counsel for assistance determining whether installation work includes construction as defined by M.G.L. c.149 or M.G.L. c.30, §39M. If installation of the system is deemed to include construction, then installation work done under this contract is limited to \$10,000 or less.

## How to Use the Contract

### Process for Ordering

#### Multiple Quotes

Eligible Entities are responsible for contacting the contractors of their choice to obtain **multiple** quotes, to set up their own accounts and/or place orders. Users are encouraged to “shop around” among the contractors within the desired category to find the best pricing and product available. See table in this User Guide to learn which vendors are awarded in each category.

In order to ensure that you receive all the benefits and savings associated with the statewide contract, please **always reference the statewide contract and the document number (FAC64)** when opening an account and placing an order with a Contractor.

#### Exceptions to the Multiple Quote Requirement

Eligible Entities may expand a current system without requesting multiple quotes, provided that either:

- A) the existing system is still under warranty and changing vendors may compromise the warranty of the original system; or
- B) the expansion costs no more than 50% of the original system cost, not including the costs of any service plans or maintenance performed on the system.

**For Category 1 Catalog sales**, checking the price files and catalogs to determine the net cost of the equipment you are interested in will constitute a quote. However, many times Contractors are willing to offer additional discounts so checking with each Contractor directly is strongly encouraged.

#### Prevailing Wage

All work under Category 2 is subject to prevailing wage and work under Category 3 may or may not be subject to prevailing wage pursuant to M.G.L. c. 149, depending on the nature of the work. Public entities that utilize this contract will be considered the “awarding authority”. Eligible Entities must provide contractors a copy of the current prevailing wage rates at the time of quote request. The awarding authority has the legal obligation to request a prevailing wage schedule from the Department of Labor Standards (DLS) at [www.mass.gov/dols](http://www.mass.gov/dols) or by calling the DLS Prevailing Wage Program at 617-626-6975.

Vendors are responsible for complying with the Prevailing Wage law; however the maximum rates at which vendors may invoice for labor are specified in the cost tables attached to each vendor's MBPO in COMMBUYS at [www.commbuys.com](http://www.commbuys.com).

## Statement of Work

Eligible Entities should provide a clear Statement of Work to the contractors at the time of the request for quote. The following are some elements to consider including in a statement of work:

### Important Elements of the Statement of Work:

- Reference to the Statewide Contract FAC64
- Prevailing wage sheets, as applicable to the job
- Work schedules and performance dates
  - Release Date of the Request for Quote
  - Walkthrough requirements, if required
  - Response Date of Request for Quote
  - Date of Vendor Selection
- Responsibilities of the Contractor
  - Agrees to fulfill all provisions of the FAC64 statewide contract
  - Responsible for complete design, measurements, and drawings
  - Delivery, installation, testing, training, design and start up
  - Replace, modify, or upgrade existing hardware as necessary
  - Include the cost of any software licenses in bid
- Whether sub-contractors will be allowed
- Eligible Entity Reserves right to negotiate and modify requirements with awarded vendor
- Submittal Requirements
  - Narrative – how proposer will complete scope of work
  - Estimated timeline from release of purchase order to system live
  - Drawing Requirements
- Service/Maintenance Agreements
  - Response time guarantees desired
  - Up time guarantees

## Additional Requirements

**No surcharges:** In general, no transportation, fuel, energy, insurance or any other surcharges will be allowed throughout the duration of the contract(s). However, for work done in Dukes or Nantucket Counties, Vendors **may** bill for reasonable third party travel expenses beyond normal commuting to and from the state or other Eligible Entity work site for services not covered by on-site warranty, service calls and/or a contracted maintenance plan. This includes the cost of a ferry to and from Dukes or Nantucket Counties. The definition of reasonable rates means those that are commercially available and competitive with other services companies.

**No pre-payments:** Contractor must not request any form of pre-payments by the Eligible Entity before the service is rendered. For special projects implemented in phases, by mutual agreement of the Eligible Entity and the Contractor, invoices must be issued after each phase is completed to the Eligible Entity's satisfaction.

**Delivery:** Contractor(s) must deliver equipment and/or supplies statewide, including the islands. Delivery must be F.O.B. destination with no delivery or travel expenses paid by the Eligible Entity, with the exception noted for Dukes and Nantucket Counties.

## **Negotiation**

Eligible Entities have the right to negotiate pricing or other aspects of purchases within the scope of the contract and are encouraged to do so.

## **Pre-Installation**

It is the Contractor's responsibility, prior to delivery, to survey and review the particular installation location to ensure the existing proposed location will meet the manufacturer's established installation criteria. Should the proposed installation location not meet established installation criteria, the Contractor and the Eligible Entity will attempt to locate an alternate mutually agreeable location for the equipment at the particular site.

Contractors not familiar with any location are strongly advised to personally view those locations prior to delivery. A lack of familiarity with an installation location will in no way relieve a Contractor from its responsibility to fulfill its contractual obligations.

## **Installation**

### **Compliance with Regulatory Requirements**

Contractor must maintain full compliance with all Regulatory Licensure Boards' (State Board of Electrical Examiners, Department of Public Safety) licensing requirements for all work.

### **Cabling and Cable Associated Hardware**

Cabling and associated hardware that is installed under this contract must be used for the security, surveillance, monitoring, and/or access control system. For cabling used for other purposes, use the current statewide contract for Data Infrastructure (Non-Construction related low voltage) Cabling Services and Maintenance, ITC45, or its successor.

### **Labels with Warranty Period**

Contractor must affix a label or decal to the control device for any equipment at the time of installation showing warranty period by dates, and the name, address, and telephone number of the OEM or Reseller responsible for warranty service of the equipment.

A successful installation is constituted by the product, equipment or system being fully capable of functioning to its fullest capacity and according to its design and is unencumbered by flaws resulting from poor installation. System Acceptance (final sign-off) will be provided by the user entity acknowledging final acceptance of a successful installation. System Acceptance cannot be unreasonably withheld by any entity, the contract manager or the project manager.

## **Post-Installation**

Contractor must be responsible for all installation of equipment and/or supplies and removal of all package material from the premises in coordination with the Eligible Entities instructions. For off-site monitoring services, Contractor must ensure there are systems current to meet the needs of the Commonwealth and remain current against intrusive/invasive systems that could compromise the installed system(s).

## Anticipated Service Disruption

Contractor must coordinate with the Eligible Entity for any anticipated service disruption. If anticipated disruption is scheduled the Contractor must provide a minimum of 24 hours' notice to the Eligible Entity.

## Training & Training Materials

Category 2, Category 2A, and Category 3 Contractors must provide significant training to designated personnel within the Eligible Entity during the final system testing and start-up phase of the project. The Contractor and Eligible Entity shall mutually agree on the duration as well as the location and schedule of the training. Training materials include, but are not limited to books, handouts, software, or customized training videos will be provided by the Contractor and will be given to the Eligible Entity at no additional cost, as agreed upon by the parties.

## Software Licenses

Where applicable, the cost of software licenses should be included in the Service Maintenance Agreement. Eligible Entities may also purchase software licenses separate from any Service Maintenance Agreements. Software licenses should be purchased through the vendor who installed the equipment/system.

## Service Maintenance Plans

Category 2 Vendors must be able to provide service/maintenance agreements with various service levels available to the Eligible Entity at negotiated rates for repair and service work performed after the warranty period. The service/maintenance plan shall include various levels of contractor response times available to the Eligible Entity. Vendors must offer an immediate response plan with 24x7x365 availability. Eligible Entities will negotiate pricing for service/maintenance plans with the Vendor.

Eligible Entities are encouraged to enumerate the requirements desired for any service/maintenance plan at the time of quote so total cost of ownership can be factored into award decisions. Some elements to consider when requesting a service/maintenance agreement include: Response time guarantees, up time guarantees, quality requirements, and penalties.

## Product Warranty

Contractors must provide a standard warranty for all equipment of at least 1 year in length. Eligible Entities may purchase extended warranties with Vendors at negotiated pricing. Please see each vendor's price file on COMMBUYS for information regarding the availability of extended warranties.

## Pricing

**Equipment, Materials and Supplies:** Pricing is based on a discount percentage off the current catalog/price list. The Commonwealth and Eligible Entities reserve the right to request a copy of the catalog or price list at any time. Contractors must post the current catalog/price list on their website dedicated to FAC64. The Discount percentage will be firm through the initial term of the contract. However, Contractors may increase the discount offered at any time by contacting the OSD Contract

Manager. Additionally, vendors may offer additional discounts to Eligible Entities on a case-by-case basis.

**Price Files/discount rates:** Posted for each contractor as attachments to their contract records on COMMBUYS.

**Labor Rates:** Vendors have provided hourly rates for non-prevailing wage positions and mark-ups over prevailing wage for prevailing wage positions. Mark-ups over prevailing wage are **ceiling mark-ups** and hourly rates are **ceiling rates**; both will remain firm for the initial term of the contract. Vendors may decrease mark-ups or hourly rates at any time by contacting the OSD Contract Manager. Additionally, vendors may offer discounted rates to Eligible Entities on a case-by-case basis.

**Note regarding locksmith work under Category 3:** Per the Massachusetts Department of Labor Standards, when covered by the prevailing wage, locksmith work falls under the carpenter rate.

### Strategic Sourcing Services Team (SSST)

<u>Name</u>	<u>Eligible Entity</u>
Randal Cabral	Department of Public Health
Randy Clarke	MBTA
Michael Courtney	Bureau State Buildings
David Crouse	Massachusetts State Police
Donald Denning	City of Boston
Nancy Fitzgerald	Department of Fire Services
Roger Gauthier	Department of Public Health
Sylvain Kabeya	Massachusetts Rehabilitation Commission
Adam Peters	MBTA
Charles Plungis	Operational Services Division
Korina Senior	Department of Fire Services

### Summary of Where to Obtain Important Contract Information

To obtain in depth contract information, please first see the following table that will identify contract vendors and their award category and MBPO number. Next, go to the COMMBUYS website to search on the particular vendor's MBPO number to see the vendor specific pricing and their approved manufacturers' list.

As this contract catalog is set up with individual MBPO's, in instances that require quotes, contract users are advised to solicit quotes directly with the vendors, evaluate and choose the vendor, then enter the order through that chosen vendor's MBPO on the appropriate line.

OSD is working to transition the categories of this contract that require quotes to a catalog that will enable requests for quotes to be obtained directly through COMMBUYS. In the meantime, if you have any questions please contact the Contract Manager or the OSD COMMBUYS Helpdesk.

Vendor	MBPO #	Category 1: Catalog Sales	Category 2: Security Equipment, Systems, and Related	Category 2A: Security Monitoring Services	Category 3: Locks, Accessories, and Related Equipment	Contact Name	Contact Email
Access Control Systems Inc.	PO-14-1080-OSD01-OSD10-00000000037		X			Charles R. Patterson	<a href="mailto:charlie@a-c-s.biz">charlie@a-c-s.biz</a>
Advanced Alarm Systems Inc.	PO-14-1080-OSD01-OSD10-00000000039		X	X		Kevin C Fitzpatrick	<a href="mailto:kevin@advancedalamsystems.com">kevin@advancedalamsystems.com</a>
American Alarm	PO-14-1080-OSD01-OSD10-00000000040		X	X	X	Larry Movsessian	<a href="mailto:Lmovsessian@americanalarm.com">Lmovsessian@americanalarm.com</a>
Autoclear LLC	PO-14-1080-OSD01-OSD10-00000000041	X				Alan Martin	<a href="mailto:alanm@a-clear.com">alanm@a-clear.com</a>
Aventura	PO-14-1080-OSD01-OSD10-00000000042	X				Lavonne Lazarus	<a href="mailto:llazarus@aventuracctv.com">llazarus@aventuracctv.com</a>
BCM Controls Corporation	PO-14-1080-OSD01-OSD10-00000000044		X			Steven Feinberg	<a href="mailto:feinbergs@bcmcontrols.com">feinbergs@bcmcontrols.com</a>
CEIA USA Ltd.	PO-14-1080-OSD01-OSD10-00000000045	X				Luca Cacioli	<a href="mailto:sales@ceia-usa.com">sales@ceia-usa.com</a>
Dugmore & Duncan, Inc.	PO-14-1080-OSD01-OSD10-00000000046				X	Skip Reid	<a href="mailto:skip@duqmore.com">skip@duqmore.com</a>
Electrical Security Control Systems	PO-14-1080-OSD01-OSD10-00000000047	X	X		X	Ben Jacobellis	<a href="mailto:benny3@escsinc.com">benny3@escsinc.com</a>
ENE Systems	PO-14-1080-OSD01-OSD10-00000000048	X	X	X		Jill Murray	<a href="mailto:jmurray@enesystems.com">jmurray@enesystems.com</a>
FTG Security (formerly Intelligent Systems & Controls Contractors, Inc.)	PO-14-1080-OSD01-OSD10-00000000095		X			Brian Ingalls	<a href="mailto:bingalls@isvscc.com">bingalls@isvscc.com</a>
Galaxy Integrated Technologies	PO-14-1080-OSD01-OSD10-00000000054		X			John Gulezian	<a href="mailto:johnhg@galaxyintegrated.com">johnhg@galaxyintegrated.com</a>
Go Technologies	PO-14-1080-OSD01-OSD10-00000000055	X	X		X	Michael Kotwicki	<a href="mailto:mike@gosecuritysolutions.com">mike@gosecuritysolutions.com</a>



Vendor	MBPO #	Category 1: Catalog Sales	Category 2: Security Equipment, Systems, and Related	Category 2A: Security Monitoring Services	Category 3: Locks, Accessories, and Related Equipment	Contact Name	Contact Email
Graybar Electric Company Inc.	PO-14-1080-OSD01-OSD10-0000000057	X				Michael Teahan	<a href="mailto:michael.teahan@graybar.com">michael.teahan@graybar.com</a>
Industrial Video Control	PO-14-1080-OSD01-OSD10-0000000091	X				Shane Borman	<a href="mailto:sborman@ivcco.com">sborman@ivcco.com</a>
Integrated Security, Inc.	PO-14-1080-OSD01-OSD10-0000000093	X			X	Bradford Dowdall	<a href="mailto:bdowdall@isi-security.com">bdowdall@isi-security.com</a>
Ironman Inc.	PO-14-1080-OSD01-OSD10-0000000097	X				James L. Hatch	<a href="mailto:ironman@ironmans.net">ironman@ironmans.net</a>
J&M Brown Company, Inc. (Spectrum Integrated Technologies)	PO-14-1080-OSD01-OSD10-0000000098		X			Steven A. Feldman	<a href="mailto:sfeldman@spectrumit.com">sfeldman@spectrumit.com</a>
<del>XXXXXXXXXX Communications, Inc.</del>	<del>PO-14-1080-OSD01-OSD10-0000000102</del>		<del>X</del>			<del>XXXXXXXXXX</del>	
MEC Technologies LLC	PO-14-1080-OSD01-OSD10-0000000104		X			James Brookshire	<a href="mailto:jbrookshire@themecteam.com">jbrookshire@themecteam.com</a>
Minuteman Security Technologies	PO-14-1080-OSD01-OSD10-0000000110		X	X	X	Joesph Lynch	<a href="mailto:jlynch@minutemanst.com">jlynch@minutemanst.com</a>
NET Technologies, Inc.	PO-14-1080-OSD01-OSD10-0000000111		X			Brian Sullivan	<a href="mailto:bsullivan@ntisys.com">bsullivan@ntisys.com</a>
Pasek Corporation	PO-14-1080-OSD01-OSD10-0000000112			X	X	David Alessandrini	<a href="mailto:dalessandrini@pasek.com">dalessandrini@pasek.com</a>
Red Hawk Fire & Security, LLC	PO-14-1080-OSD01-OSD10-0000000115		X			Lisa Wallace	<a href="mailto:lisa.wallace@redhawkus.com">lisa.wallace@redhawkus.com</a>
Setronics Corp	PO-14-1080-OSD01-OSD10-0000000117		X			Don Kwapien	<a href="mailto:dkwapien@setronics.com">dkwapien@setronics.com</a>
Siemens Industry Inc.	PO-14-1080-OSD01-OSD10-0000000119		X			Jonathan Hipsh	<a href="mailto:jonathan.hipsh@siemens.com">jonathan.hipsh@siemens.com</a>

Vendor	MBPO #	Category 1: Catalog Sales	Category 2: Security Equipment, Systems, and Related	Category 2A: Security Monitoring Services	Category 3: Locks, Accessories, and Related Equipment	Contact Name	Contact Email
Signet Electronic Systems, Inc.	PO-14-1080-OSD01-OSD10-00000000121		X			Daniel Chauvin	<a href="mailto:daniel.chauvin@signetgroup.net">daniel.chauvin@signetgroup.net</a>
Stanley Convergent Security Solutions, Inc.	PO-14-1080-OSD01-OSD10-00000001405		X	X		Charles Patsios	<a href="mailto:charles.patsios@sbdinc.com">charles.patsios@sbdinc.com</a>
Stone & Berg Company, Inc.	PO-14-1080-OSD01-OSD10-00000000123	X				Jennie Pagano	<a href="mailto:stoneandberg@aol.com">stoneandberg@aol.com</a>
Sullivan and McLaughlin	PO-14-1080-OSD01-OSD10-00000000125		X			Will Bissonnette	<a href="mailto:wbissonnette@sullymac.com">wbissonnette@sullymac.com</a>
Surveillance Specialties, Ltd.	PO-14-1080-OSD01-OSD10-00000000128		X		X	Michael A. DeVita III	<a href="mailto:michael_devita3@securadync.com">michael_devita3@securadync.com</a>
Tyco Integrated Security LLC	PO-14-1080-OSD01-OSD10-00000000130	X	X	X		Kenneth Poole	<a href="mailto:kpoole@tyco.com">kpoole@tyco.com</a>
Valley Communications Systems, Inc.	PO-14-1080-OSD01-OSD10-00000000132		X			Ken MacLeod	<a href="mailto:kenm@valleycommunications.com">kenm@valleycommunications.com</a>
Wayne Alarm Systems, Inc.	PO-14-1080-OSD01-OSD10-00000000133		X	X		Jeff Kahn	<a href="mailto:jkahn@waynealarm.com">jkahn@waynealarm.com</a>



# STANDARD CONTRACT AMENDMENT CITY OF BOSTON

Department: Mayor's Office of Emergency Management  
Department Head: Rene Fielding, Director

### Original Contract Details

Description/Scope of Services: Maintenance on and enhancements to the Metro Boston Homeland Security Region's Critical Infrastructure Monitoring System (CIMS) camera network.	
Contract ID: 40555	Procurement Type: MA State Contract FAC 64
<b>Vendor/Contractor Details</b>	
Vendor Name: Lan-Tel Communications, Inc.	Vendor ID: 19146

### Amendment Details

Amendment Number: 1	Amendment Version: 1
Reason for Amendment: Allowing for additional time and funding to continue maintenance and enhancements to the system	
Amendment Amount: \$ 1,500,000	
New Not To Exceed Amt: \$ 2,950,000	Previous Not To Exceed Amt: \$ 1,450,000
New End Date: 7/31/17	Previous End Date: 7/31/16
Begin Date: 3/5/15	
Scope of Services Changes (Describe scope changes in detail. Attach additional pages if necessary):	
Unit prices remain the same or less. All other terms & conditions of the contract shall remain in full force and effect.	

### Contract Signatures

AUDITING	CONTRACTOR	AWARDING AUTHORITY/OFFICIAL
APPROVED AS TO AVAILABILITY OF APPROPRIATION OR PURSUANT TO ARTICLE 12.2 OF THE GENERAL CONDITIONS	AGREES TO PROVIDE THE GOODS OR SERVICES AS INDICATED IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS.	THIS AMENDMENT IS NECESSARY TO FULFILL THE CITY'S NEEDS AND IS MORE ECONOMICAL AND PRACTICAL THAN AWARDED ANOTHER CONTRACT.
<i>RM</i> \$700,000 		
SIGNATURE	SIGNATURE	SIGNATURE
3/16/16	President	3/14/16
DATE	TITLE	DATE
	3/8/2016	
	DATE	

APPROVED:

APPROVED

ASSENTED TO (IF APPLICABLE):

*MJ*  
  
Mayor

LAW DEPARTMENT

BY   
EUGENE L. O'FLAHERTY  
CORPORATION COUNSEL

Surety Company:  
By: Attorney-in-Fact  
(Affix Surety Company Corporate Seal)



MAYOR'S OFFICE OF  
EMERGENCY  
MANAGEMENT  
MARTIN J. WALSH  
MAYOR



**FOR LAW DEPARTMENT APPROVAL**

Contract # 40555

March 14, 2016

The Honorable Martin J. Walsh  
Mayor of the City of Boston  
City Hall  
Boston, MA 02201

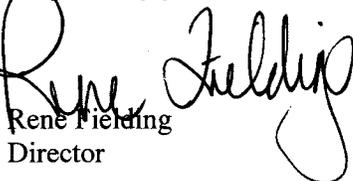
Dear Mr. Mayor,

On April 22, 2015 you approved the award of a contract to Lan-Tel Communications, Inc. of 1400 Providence Highway Building #2, Suite 2000, Norwood, MA 02062 to perform maintenance and enhancements to the Metro Boston Homeland Security Region's Critical Infrastructure Monitoring System (CIMS) camera network for the period of March 5, 2015 through July 31, 2016.

This contract is in compliance with the provisions of M.G.L. c. 30B because it involves a purchase from a vendor who has an annual contract with the Commonwealth of Massachusetts for the same items being purchased under this contract, which is available to all local governments in Massachusetts. The relevant provisions of the state contract number FAC64 are incorporated by reference into this contract. Lan-Tel Communications Inc. has agreed to furnish equipment and deployment services to the Office of Emergency Management at the same cost as provided under its original contract with the Commonwealth of Massachusetts.

Your Honor's permission is now requested to approve an amendment to this contract to allow for additional time and funding to continue the maintenance and upgrades to the system. The contract end date shall be extended to July 31, 2017. The amount of the amendment shall be \$1,500,000 (one million five-hundred thousand dollars). The contract, as amended, shall not exceed \$2,950,000 (two million nine-hundred and fifty thousand dollars) which I have determined to be reasonable.

Respectfully yours,

  
Rene Fielding  
Director

APPROVED  
LAW DEPARTMENT  
BY \_\_\_\_\_  
EUGENE L.O'FLAHERTY *EO*  
CORPORATION COUNSEL

**CERTIFICATE OF AUTHORITY**  
(For Corporations Only)

03/06/2016  
(Current Date)

At a meeting of the Directors of the LAN-TEL Communications, Inc.  
(Name of Corporation)  
duly called and held at Norwood, MA  
(Location of Meeting)  
on the 6 day of March 2016 at which a quorum was present and acting,  
it was VOTED, that Joseph H. Bodio  
(Name)  
the President/CEO of this corporation is hereby  
(Position)  
authorized and empowered to make, enter into, sign, seal and deliver in behalf of this corporation  
a contract for Annual enhancements to the MBHSR CIMS camera system  
(Describe Service)

with the City of Boston, and a performance bond in connection with said contract.

I do hereby certify that the above is a true and correct copy of the record that said vote  
has not been amended or repealed and is in full force and effect as of this date, and that

Joseph H. Bodio  
(Name)  
is the duly elected President/CEO of this  
(Position)  
corporation.

Attest: *Christine M. McKeown*

(Affix Corporate Seal Here)

*Kate Walczon*  
(Clerk) (Secretary) of the Corporation

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at [www.mass.gov/osc](http://www.mass.gov/osc) under Guidance For Vendors - Forms or [www.mass.gov/osd](http://www.mass.gov/osd) under OSD Forms.

<b>CONTRACTOR LEGAL NAME:</b> LAN-TEL Communications, Inc. (and d/b/a): <b>Legal Address:</b> (W-9, W-4, T&C): 1400 Providence Highway, Norwood, MA 02062 <b>Contract Manager:</b> Kate Waldron <b>E-Mail:</b> kwaldron@lan-tel.com <b>Phone:</b> 781-352-4134 <b>Fax:</b> 781-551-8667 <b>Contractor Vendor Code:</b> VC6080177274 <b>Vendor Code Address ID</b> (e.g. "AD001"): AD (Note: The Address ID must be set up for EFT payments.)	<b>COMMONWEALTH DEPARTMENT NAME:</b> Operational Services Division <b>MMARS Department Code:</b> OSD <b>Business Mailing Address:</b> One Ashburton Place, Boston MA 02108 <b>Billing Address:</b> (if different): <b>Contract Manager:</b> Charles Plungie <b>E-Mail:</b> charles.plungie@state.ma.us <b>Phone:</b> 617-720-3313 <b>Fax:</b> 617-727-4527 <b>MMARS Doc ID#:</b> FAC64 <b>RFR/Procurement or Other ID Number:</b> FAC64
<p style="text-align: center;"><b>X NEW CONTRACT</b></p> <b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only) <input checked="" type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input type="checkbox"/> <b>Department Procurement</b> (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;"><b>CONTRACT AMENDMENT</b></p> Enter Current Contract End Date <u>Prior</u> to Amendment: <u>20</u> Enter Amendment Amount: \$ _____ (or "no change") <b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <b>Amendment to Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification and updated scope and budget)
The following <b>COMMONWEALTH TERMS AND CONDITIONS (T&amp;C)</b> has been executed, filed with CTR, and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services	
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input checked="" type="checkbox"/> <b>Rate Contract</b> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended). <input type="checkbox"/> <b>Maximum Obligation Contract</b> Enter Total Maximum Obligation for total duration of this Contract for new Total if Contract is being amended). \$ _____	
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u>2%</u> PPD; Payment issued within 15 days <u>1.5%</u> PPD; Payment issued within 20 days <u>1.25%</u> PPD; Payment issued within 30 days <u>1%</u> PPD. If PPD percentages are left blank, identify reason: <input type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (G.L. c. 28B § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)	
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) FAC64 Security, Surveillance, Monitoring and Access Control Systems	
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and no obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and no obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>May 31</u> , 20 <u>16</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X:  Date: <u>5-3-2015</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Joseph H. Boyle</u> Print Title: <u>Chief Executive Officer</u>	<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X:  Date: <u>5/28/15</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Kathleen Kelly</u> Print Title: <u>Director, Strategic Sourcing</u>

JB  
5/13/15



## INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

**CONTRACTOR LEGAL NAME (AND D/B/A):** Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

**Contractor Legal Address:** Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

**Contractor Contract Manager:** Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on Comm-PASS, the Contract Manager must be listed on the Vendor Section tab.

**Contractor E-Mail Address/Phone/Fax:** Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

**Contractor Vendor Code:** The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

**Vendor Code Address ID:** (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

**COMMONWEALTH DEPARTMENT NAME:** Enter the full Department name with the authority to obligate funds encumbered for the Contract.

**Commonwealth MMARS Alpha Department Code:** Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

**Department Business Mailing Address:** Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

**Department Billing Address:** Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

**Department Contract Manager:** Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

**Department E-Mail Address/Phone/Fax:** Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

**MMARS Document ID(s):** Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc IDs.

**RFR/Procurement or Other ID Number or Name:** Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

## NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

**PROCUREMENT OR EXCEPTION TYPE:** Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

**Statewide Contract (OSD or an OSD-designated Department).** Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

**Collective Purchase approved by OSD.** Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

**Department Contract Procurement.** Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, Identify multi-Department use in Brief Description.

**Emergency Contract.** Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

**Contract Employee.** Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

**Legislative/Legal or Other.** Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

## CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) \*See Amendments, Suspensions, and Termination Policy.)

**Enter Current Contract End Date:** Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

**Enter Amendment Amount:** Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

**AMENDMENT TYPE:** Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. Amendment to Scope or Budget. Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

**Interim Contracts.** Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an Interim Contractor when a current Contractor is unable to complete full performance under a Contract.

**Contract Employee.** Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

**Legislative/Legal or Other.** Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly



posted.

## CONTRACT END DATE

## COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9a Policy.

## COMPENSATION

Identify if the Contract is a Rate Contract (with no stated Maximum Obligation) or a Maximum Obligation Contract (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

## PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant instalment, but subsequent periodic instalments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

## BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

## ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

## CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. Rubber stamps, typed or other images are not acceptable. Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". Rubber stamps, typed or other images are not accepted. The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

## CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment



under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

**Debarment.** The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 1417; G.L. c. 29, s. 29F; G.L. c. 30, § 39R; G.L. c. 149, § 27C; G.L. c. 149, § 44C; G.L. c. 149, § 148B and G.L. c. 152, s. 25C.

**Applicable Laws.** The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human and Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 86A; and the Massachusetts Constitution Article XVIII if applicable.

**Invoices.** The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15<sup>th</sup> for performance made and received (goods delivered, services completed) prior to June 30<sup>th</sup>, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15<sup>th</sup> or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

**Payments Subject To Appropriation.** Pursuant to G.L. c. 29 § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

**Intercept.** Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

**Tax Law Compliance.** The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TJR 05-11: New Independent Contractor Provisions and applicable TIRs.

**Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts.** The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal

services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

**Federal Anti-Lobbying and Other Federal Requirements.** If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

**Protection of Personal Data and Information.** The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

**Corporate and Business Filings and Reports.** The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

**Employer Requirements.** Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

**Federal And State Laws And Regulations Prohibiting Discrimination** including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 823; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act; Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

**Small Business Purchasing Program (SBPP).** A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP SmartBid subscription process at: www.comm-pass.com and with acceptance of the terms of the SBPP participation agreement.

**Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized).** The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11, indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term



"other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

**Northern Ireland Certification.** Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

**Pandemic, Disaster or Emergency Performance.** In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

**Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29 s. 29A).** Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

**Attorneys.** Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

**Subcontractor Performance.** The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

#### EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

**Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts.** For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

**Executive Order 130. Anti-Boycott.** The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

**Executive Order 346. Hiring of State Employees By State Contractors** Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed

to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

**Executive Order 444. Disclosure of Family Relationships With Other State Employees.** Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

**Executive Order 504. Regarding the Security and Confidentiality of Personal Information.** For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively: "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A. **Executive Orders 523, 524 and 526.** Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.



## COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. *Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.* Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. **Contract Effective Start Date.** Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. **Payments And Compensation.** The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. **Contractor Payment Mechanism.** All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. **Contract Termination Or Suspension.** A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor

failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. **Written Notice.** Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. **Confidentiality.** The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. **Record-keeping And Retention, Inspection Of Records.** The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. **Assignment.** The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. **Subcontracting By Contractor.** Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. **Affirmative Action, Non-Discrimination In Hiring And Employment.** The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. **Indemnification.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an



# COMMONWEALTH TERMS AND CONDITIONS

opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to

appropriation and applicable law.

12. **Waivers.** Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. **Risk Of Loss.** The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. **Forum, Choice of Law And Mediation.** Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. **Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration.** Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any

printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: \_\_\_\_\_

(signature)

Print Name: Joseph H. Bodio  
Title: Chief Executive Officer \_\_\_\_\_

Date: 5-3-2013 \_\_\_\_\_

(Check One):  Organization  Individual

Full Legal Organization or Individual Name: LAN-TEL Communications, Inc.

Doing Business As: Name (If Different): \_\_\_\_\_

Tax Identification Number: 04-3141040

Address: 1400 Providence Highway, Norwood, MA 02062 \_\_\_\_\_

Telephone: 781-551-8599 FAX: 781-551-8667

### INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: **Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

## OSD Procurement Schedule 02/01/2016 - 07/31/2016

Contract Title	Document Number	Contract End Date Or Solicitation Start Date	Contact Person	e-mail	Comment
VEH84A - Vehicle Maintenance Management Services & Accident Subrogation Services	<u>VEH84A</u>	04/30/2016	Lisa Baker	<a href="mailto:Lisa.Baker@state.ma.us">Lisa.Baker@state.ma.us</a>	Statewide Contract for Vehicle Maintenance Management Services & Accident Subrogation Services, VEH84A, will be extended through 10/31/2016.
FAC55designatedDEP Imprinted Plastic Trash Bags, Recycled	FAC55DesignatedDEP	05/11/2016	Dmitriy Nikolayev	<a href="mailto:Dmitriy.Nikolayev@state.ma.us">Dmitriy.Nikolayev@state.ma.us</a>	Statewide Contract FAC55designatedDEP Imprinted Plastic Trash Bags, Recycled, will be reviewed for rebid prior to contract expiration.
FAC64 - Security, Surveillance, Monitoring and Access Control Systems	<u>FAC64</u>	05/31/2016	Stephen Lyons	<a href="mailto:Steve.Lyons@state.ma.us">Steve.Lyons@state.ma.us</a>	<b>Statewide Contract for Security, Surveillance, Monitoring, and Access Control Systems, FAC64, will be renewed for 2 years (6/1/2016 - 5/31/2018).</b>
ENE34 No.2 Heating Oil	<u>ENE34</u>	05/31/2016	Sara Urato	<a href="mailto:Sara.Urato@state.ma.us">Sara.Urato@state.ma.us</a>	Statewide Contract ENE34 No. 2 Heating Oil will be extended or rebid prior to contract expiration.
FAC78 Moving & State Surplus Disposal Services Statewide Contract	<u>FAC78</u>	6/30/2016	Katherine Morse	<a href="mailto:Katherine.morse@state.ma.us">Katherine.morse@state.ma.us</a>	Statewide Contract FAC78 Moving & State Surplus Disposal Services will be extended as an interim contract through 9/30/2016.
Baked Goods	<u>GRO33</u>	06/30/2016	Betty Fernandez	<a href="mailto:Betty.Fernandez@state.ma.us">Betty.Fernandez@state.ma.us</a>	Statewide Contract for Baked Goods, GRO33, will be renewed with current contractors through 06/30/2017.
ITS41DESIGNATEDITD IBM Software and Services	ITS41Designated	06/30/2016	Annmarie Kates	<a href="mailto:Annmarie.kates@state.ma.us">Annmarie.kates@state.ma.us</a>	Statewide Contract ITS41DesignatedITD is being evaluated for extension or rebid prior to 6/30/2016.



February 1, 2016

To learn how to use each Statewide Contract, [click here](#).

USER

FC

# Search Results

## Current Search Terms: lan-tel communications\*

Your search for "lan-tel communications\*" returned the following results...

**Notice:** This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Entity	<b>Lan-Tel Communications, Inc.</b>	Status: <b>Active</b>
<b>DUNS: 808236327</b>	<b>CAGE Code: 38WM0</b>	<a href="#">View Details</a>
<b>Has Active Exclusion?: No</b>	<b>DoDAAC:</b>	
<b>Expiration Date: 06/24/2016</b>	<b>Delinquent Federal Debt? No</b>	
<b>Purpose of Registration: All Awards</b>		

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WWW7

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



USER NAME

Forgot

# Entity Dashboard

- Entity Overview
- Entity Record
  - Core Data
  - Assertions
  - Reps & Certs
    - POCs
    - Reports
- Service Contract Report
- BioPreferred Report
  - Exclusions
  - Active Exclusions
  - Inactive Exclusions
- Excluded Family Members

**RETURN TO SEARCH**

**Lan-Tel Communications, Inc.**  
**DUNS: 808236327 CAGE Code: 38WM0**  
**Status: Active**

**Expiration Date: 06/24/2016**  
**Purpose of Registration: All Awar**

## Entity Overview

### Entity Information

**Name:** Lan-Tel Communications, Inc.  
**Business Type:** Business or Organization  
**POC Name:** Kate Waldron  
**Registration Status:** Active  
**Activation Date:** 06/25/2015  
**Expiration Date:** 06/24/2016

### Exclusions

**Active Exclusion Records? No**



**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



**STANDARD CONTRACT DOCUMENT**  
CITY OF BOSTON

(FORM CM 10)

**CONTRACT ID: 40555**

Contractor Legal Name: LAN-TEL Communications, Inc.  (and d/b/a):	City Department Name: Mayor's Office of Emergency Management
Contractor Address: 1400 Providence Highway Building #2, Suite 2000 Norwood, MA 02062	Department Head: Rene Fielding, Director Mailing Address: 1 City Hall Plaza Room 204 Boston, MA 02201
Contractor Vendor ID: 19146	Billing Address (if different):

ACCOUNT	FUND	DEPT ID	PROGRAM	CLASS	PROJECT	BUD REF	FUNCTION	AMOUNT
52907	200	231100	508J	2106	HLS14002	2014		\$600,000.00
52907	200	231100	508J	2106	HLS15002	2015		\$850,000.00
								\$
								\$
								\$

**Contract Details**

Description/Scope of Services: (Attach supporting documentation)  
Upgrades to the MBHSR CIMS camera system

Begin Date: 3/5/15

End Date: 7/31/16

Rate: \$

Not to Exceed Amount: \$1,450,000.00

(Attach details of all rates, units, and charges)

**Contract Signatures**

AUDITOR	CONTRACTOR	AWARDING AUTHORITY/OFFICIAL
APPROVED AS TO AVAILABILITY OF APPROPRIATION OR PURSUANT TO ARTICLE 12.2 OF THE GENERAL CONDITIONS	AGREES TO PROVIDE THE GOODS OR SERVICES AS INDICATED IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS.	ATTACH APPROVED LETTER OF AWARD AND OTHER REQUIRED DOCUMENTS.
IN THE AMOUNT OF		
<i>4M \$0</i>	<i>[Signature]</i>	<i>Rene Fielding</i>
<i>[Signature]</i>	SIGNATURE	SIGNATURE
	President/CEO	4/22/15
	TITLE	DATE
<i>3/10/15</i>	<i>3/9/15</i>	
DATE	DATE	



MAYOR'S OFFICE OF  
EMERGENCY  
MANAGEMENT

MARTIN J. WALSH  
MAYOR



**FOR LAW DEPARTMENT APPROVAL**

Contract # 40555

March 9, 2015

The Honorable Martin J. Walsh  
Mayor of the City of Boston  
City Hall  
Boston, MA 02201

Dear Mr. Mayor,

Your Honor's permission is requested to award a contract to LAN-TEL Communications, Inc. of 1400 Providence Highway Building #2, Suite 2000, Norwood, MA 02062 to service an upgrade to the Metro Boston Homeland Security Region's Critical Infrastructure Monitoring System for the period of March 5, 2015 through July 31, 2016.

This contract is in compliance with the provisions of M.G.L. c. 30B because it involves a purchase from a vendor who has an annual contract with the Commonwealth of Massachusetts for the same items being purchased under this contract, which is available to all local governments in Massachusetts. The relevant provisions of the state contract number FAC64 are incorporated by reference into this contract. Lan-Tel Communications Inc. has agreed to furnish equipment and deployment services to the Office of Emergency Management at the same cost as provided under its original contract with the Commonwealth of Massachusetts.

Compensation under this contract will not exceed one million four hundred fifty thousand dollars (\$1,450,000.00), which I have determined to be reasonable for the services to be provided.

Respectfully yours,

*Rene Fielding*  
Rene Fielding  
Director

**APPROVED**

**Martin J. Walsh  
Mayor of Boston**

By Martin J. Walsh  
in 4/22/15

**APPROVED  
LAW DEPARTMENT**  
BY Eugene L. O'Flaherty *(ams)*  
**EUGENE L. O'FLAHERTY  
CORPORATION COUNSEL**

<b>Business Unit:</b> BOSTN	<b>Requester:</b> 121445	<b>Status:</b> Approved
<b>Requisition:</b> 0000335863	<b>Requested By:</b> Murphy, Andrew	<b>Currency:</b> USD
<b>Requisition Name:</b> CIMS FY15	<b>Entered Date:</b> 3/14/16	<b>Requisition Total:</b> 700,000.00
<b>Header Comments:</b>		
Attach to contract 40555		

Line: 1    **Item Description:** Critical Infrastructure Monitoring System (CIMS) Maintenance and Enhancements FY15    **Quantity:** 1.0000    **UOM:** EA    **Price:** 700,000.00    **Line Total:** 700,000.00  
**Line Status:** Approved

**Ship Line:** 1    **Ship To:** 4480    **Address:** Mayor's Office of Emergency Preparedness-Homeland Secur  
 Boston City Hall -Room 204  
 One City Hall Plaza  
 Boston MA 02201  
 United States    **Shipping Quantity:** 1.0000  
**Attention:** Andrew Murphy-OEM    **Due Date:**    **Shipping Total:** 700,000.00

Dist	Status	Location	Qty	PCT	Amount	GL Unit	Account
1	Open	4480	1.0000	100.00	700,000.00	BOSTN	52940

Dept	Fund	Program	Class	Budget Ref
231100	200	508J	2106	2016

Open QTY	Project	Open Amt
0.0000	HLS16002	700000.000

GL Base Amount	Currency	Sequence	Capitalize
700,000.00	USD	0	N



# STANDARD CONTRACT AMENDMENT CITY OF BOSTON

*Handwritten initials*

Department: Mayor's Office of Emergency Management (OEM)  
Department Head: Rene Fielding

### Original Contract Details

Description/Scope of Services: Maintenance on and enhancements to the Metro Boston Homeland Security Region's Critical Infrastructure Monitoring Systems (CIMS) camera network.	
Contract ID: 40555	Procurement Type: MA State Contract FAC64
<b>Vendor/Contractor Details</b>	
Vendor Name: Lan-Tel Communications, Inc.	Vendor ID: 19146

### Amendment Details

Amendment Number: 2	Amendment Version: 2
Reason for Amendment: Due to the availability of an extended grant performance period, an amendment is need to allow for additional time to continue maintenance and enhancements to the network.	
Amendment Amount: \$0	
New Not To Exceed Amt: \$2,950,000	Previous Not To Exceed Amt: \$2,950,000
New End Date: 5/31/18	Previous End Date: 7/31/17
Begin Date: 3/5/15	
Scope of Services Changes (Describe scope changes in detail. Attach additional pages if necessary):	
Unit prices remain the same or less. All other terms & conditions of the contract shall remain in full force and effect.	

### Contract Signatures

AUDITING	CONTRACTOR	AWARDING AUTHORITY/OFFICIAL
APPROVED AS TO AVAILABILITY OF APPROPRIATION OR PURSUANT TO ARTICLE 12.2 OF THE GENERAL CONDITIONS	AGREES TO PROVIDE THE GOODS OR SERVICES AS INDICATED IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS.	THIS AMENDMENT IS NECESSARY TO FULFILL THE CITY'S NEEDS AND IS MORE ECONOMICAL AND PRACTICAL THAN AWARDED ANOTHER CONTRACT.
<i>Handwritten signature</i>	<i>Handwritten signature</i>	<i>Handwritten signature: Rene Fielding</i>
SIGNATURE	SIGNATURE	SIGNATURE
2/22/17	President/CEO	3/2/17
DATE	TITLE	DATE
	2/3/2017	
	DATE	

APPROVED:

*Handwritten signature: Martin J. Walsh* 3/1/17  
Mayor

ASSENTED TO (IF APPLICABLE):

3/13/17

Surety Company  
By: Attorney-in-Fact

(Affix Surety Company Corporate Seal)



MAYOR'S OFFICE OF  
EMERGENCY  
MANAGEMENT  
MARTIN J. WALSH  
MAYOR



Contract # 40555

February 8, 2017

The Honorable Martin J. Walsh  
Mayor of the City of Boston  
City Hall  
Boston, MA 02201

Dear Mr. Mayor,

On March 24, 2016 you approved the amendment of a contract you awarded to Lan-Tel Communications, Inc. of 1400 Providence Highway Building #2, Suite 2000, Norwood, MA 02062 to perform maintenance and enhancements to the Metro Boston Homeland Security Region's Critical Infrastructure Monitoring System (CIMS) camera network for the period of March 5, 2015 through July 31, 2017.

This contract is in compliance with the provisions of M.G.L. c. 30B because it involves a purchase from a vendor who has an annual contract with the Commonwealth of Massachusetts for the same items being purchased under this contract, which is available to all local governments in Massachusetts. The relevant provisions of the state contract number FAC64 are incorporated by reference into this contract. Lan-Tel Communications Inc. has agreed to furnish equipment and deployment services to the Office of Emergency Management at the same cost as provided under its original contract with the Commonwealth of Massachusetts.

Your Honor's permission is now requested to approve an amendment to this contract to allow for additional time to continue the maintenance and upgrades to the system. The contract end date shall be extended to May 31, 2018. The contract shall not exceed \$2,950,000 (two million nine-hundred and fifty thousand dollars) which I have determined to be reasonable.

Respectfully yours,

Rene Fielding  
Director

**CERTIFICATE OF AUTHORITY**  
(For Corporations Only)

February 3, 2017  
(Current Date)

At a meeting of the Directors of the LAN-TEL Communications, Inc.  
(Name of Corporation)  
duly called and held at 1400 Providence Highway, Suite 3100, Norwood, MA 02062  
(Location of Meeting)  
on the 2nd day of February 2017 at which a quorum was present and acting,  
it was VOTED, that Joseph H. Bodio  
(Name)  
the President/CEO of this corporation is hereby  
(Position)  
authorized and empowered to make, enter into, sign, seal and deliver in behalf of this corporation  
a contract for Maintenance on and enhancmeents to the Metro Boston Homeland Security Region's Critical  
(Describe Service)  
Infrastructure Monitorring Systems (CIMS) camera network.

with the City of Boston, and a performance bond in connection with said contract.

I do hereby certify that the above is a true and correct copy of the record that said vote  
has not been amended or repealed and is in full force and effect as of this date, and that

Joseph H. Bodio  
(Name)  
is the duly elected President/CEO of this  
(Position)  
corporation.

Attest:

(Affix Corporate Seal Here)

Kate Walbran  
(Clerk) (Secretary) of the Corporation



# FAC64 Contract User Guide

## How to Use the FAC64 Security, Surveillance, Monitoring and Access Control Systems Statewide Contract

<b>Contract #:</b> FAC64	<b>Contract Duration:</b> 06/01/2013 – 5/31/2018
<b>MMARS #:</b> FAC64*	<b>Options to Renew:</b> One option for 2-year renewal
<b>Contract Manager:</b>	Stephen Lyons – 617-720-3373 <a href="mailto:steve.lyons@state.ma.us">steve.lyons@state.ma.us</a>
<b>This contract contains:</b>	Small Business Purchasing Program (SBPP), Prompt Payment Discounts (PPD), and Supplier Diversity Office (SDO) Contractors
<b>UNSPSC:</b>	46-17-00
<b>Last change date:</b>	January 19, 2017

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### Contract Summary

This contract covers the acquisition of Security Systems and Related Services to include, but not limited to, Video, Access Control, Integrated Video Management, Visitor Management, Locks, Alarms, Monitoring Services/Systems, Catalog Sales, Service, and Maintenance. There are three categories and one subcategory available:

Category	Category Name
1	Catalog Sales
2	Security Equipment, Systems, and Related Services
2A	Security Monitoring Services
3	Locks, Accessories, and Related Equipment

### Who Can Use This Contract?

**Applicable Procurement Law:** MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00

**Eligible Entities:**

1. Cities, towns, districts, counties, and other political subdivisions;
2. Executive, Legislative, and Judicial branches, including all Departments and elected offices therein;
3. Independent public authorities, commissions, and quasi-public agencies;
4. Local public libraries, public school districts, and charter schools;
5. Public Hospitals owned by the Commonwealth;
6. Public institutions of high education;
7. Public purchasing cooperatives;
8. Non-profit, UFR-certified organizations that are doing business with the Commonwealth;
9. Other States and Territories with no prior approval by the State Purchasing Agent required; and
10. Other entities when designated in writing by the State Purchasing Agent.

### Benefits and Cost Savings

- Competitive hourly wage rates
- Competitive discounts on equipment
- Prompt Payment Discounts
- Multiple Contractors in each category to allow additional savings through quoting



**OPERATIONAL SERVICES DIVISION**

Contractor	MBPO	Categories				Contact	Phone	Email
		1	2	2A	3			
(J&M Brown Company, Inc.) Spectrum Integrated Technologies	PO-14-1080-OSD01-OSD10-0000000098		X			Steven A. Feldman	617-522-8800	<a href="mailto:sfeldman@spectrumit.com">sfeldman@spectrumit.com</a>
Lan-Tel Communications, Inc.	PO-14-1080-OSD01-OSD10-0000000102		X			Kate Waldron	781-551-8599	<a href="mailto:kwaldron@lan-tel.com">kwaldron@lan-tel.com</a>
MEC Technologies LLC	PO-14-1080-OSD01-OSD10-0000000104		X			James Brookshire	978-935-3118	<a href="mailto:jbrookshire@themecteam.com">jbrookshire@themecteam.com</a>
Minuteman Security Technologies	PO-14-1080-OSD01-OSD10-0000000110		X	X	X	Joseph Lynch	978-783-0018	<a href="mailto:jlynch@minutemanst.com">jlynch@minutemanst.com</a>
NET Technologies, Inc.	PO-14-1080-OSD01-OSD10-0000000111		X			Steven Capolupo	978-517-4123	<a href="mailto:scapolupo@ntisys.com">scapolupo@ntisys.com</a>
Pasek Corporation	PO-14-1080-OSD01-OSD10-0000000112			X	X	David Alessandrini	617-269-7110	<a href="mailto:dalessandrini@pasek.com">dalessandrini@pasek.com</a>
Red Hawk Fire & Security, LLC	PO-14-1080-OSD01-OSD10-0000000115		X			Lisa Wallace	508-967-1616	<a href="mailto:lisa.wallace@redhawkus.com">lisa.wallace@redhawkus.com</a>
Setronics Corp	PO-14-1080-OSD01-OSD10-0000000117		X			Greg Riedel	978-671-5450	<a href="mailto:griedel@setronics.com">griedel@setronics.com</a>
Siemens Industry Inc.	PO-14-1080-OSD01-OSD10-0000000119		X			Jonathan Hipsh	857-205-7598	<a href="mailto:jonathan.hipsh@siemens.com">jonathan.hipsh@siemens.com</a>
Signet Electronic Systems, Inc.	PO-14-1080-OSD01-OSD10-0000000121		X			Daniel Chauvin	781-871-5888	<a href="mailto:daniel.chauvin@signetgroup.net">daniel.chauvin@signetgroup.net</a>
Stanley Convergent Security Solutions, Inc.	PO-14-1080-OSD01-OSD10-00000001405		X	X		Jennifer Miller	317-703-1510	<a href="mailto:jennifer.miller@sbdinc.com">jennifer.miller@sbdinc.com</a>
Stone & Berg Company, Inc.	PO-14-1080-OSD01-OSD10-0000000123	X				Jennie Pagano	508-753-3551	<a href="mailto:stoneandberg@aol.com">stoneandberg@aol.com</a>
Sullivan and McLaughlin	PO-14-1080-OSD01-OSD10-0000000125		X			Will Bissonnette	617-474-0500 ext. 259	<a href="mailto:wbissonnette@sullymac.com">wbissonnette@sullymac.com</a>
Surveillance Specialties, Ltd.	PO-14-1080-OSD01-OSD10-0000000128		X		X	Michael A. DeVita III	781-760-5148	<a href="mailto:michael.devita3@securadyne.com">michael.devita3@securadyne.com</a>
Tyco Integrated Security LLC	PO-14-1080-OSD01-OSD10-0000000130	X	X	X		Kenneth Poole	781-355-5620	<a href="mailto:kpoole@tyco.com">kpoole@tyco.com</a>
Valley Communications Systems, Inc.	PO-14-1080-OSD01-OSD10-0000000132		X			Ken MacLeod	413-592-4136	<a href="mailto:kenm@valleycommunications.com">kenm@valleycommunications.com</a>
Wayne Alarm Systems, Inc.	PO-14-1080-OSD01-OSD10-0000000133		X	X		Jeff Kahn	781-595-0000	<a href="mailto:jkahn@waynealarm.com">jkahn@waynealarm.com</a>



## Compliance with Construction Law

Eligible Entities should consult their legal counsel for assistance determining whether installation work includes construction as defined by M.G.L. c.149 or M.G.L. c.30, §39M.

If installation of the system is deemed to include construction, the construction work done under this contract is limited to \$50,000 or less.

## MGL Title XXI, Chapter 149, Section 27D

### Section 27D: "Construction" and "constructed" defined

Section 27D. Wherever used in sections twenty-six to twenty-seven C, inclusive, the words "construction" and "constructed" as applied to public buildings and public works shall include additions to and alterations of public works, the installation of resilient flooring in, and the painting of, public buildings and public works; certain work done preliminary to the construction of public works, namely, soil explorations, test borings and demolition of structures incidental to site clearance and right of way clearance; and the demolition of any building or other structure ordered by a public authority for the preservation of public health or public safety.

<https://malegislature.gov/Laws/GeneralLaws/PartI/TitleXXI/Chapter149/Section27D>

## Prevailing Wage

All work under Category 2 is subject to prevailing wage and work under Category 3 may or may not be subject to prevailing wage pursuant to M.G.L. c. 149, depending on the nature of the work. Public entities that utilize this contract will be considered the "awarding authority". Eligible Entities must provide Contractors a copy of the current prevailing wage rates at the time of quote request. The awarding authority has the legal obligation to request a prevailing wage schedule from the Department of Labor Standards (DLS) at [mass.gov/lwd/labor-standards/](http://mass.gov/lwd/labor-standards/) or by calling the DLS Prevailing Wage Program at 617-626-6975.

Contractors are responsible for complying with the Prevailing Wage law; however the maximum rates at which Contractors may invoice for labor are specified in the cost tables attached to each Contractor's MBPO in COMMBUYS.

## Prevailing Wage Schedules

Eligible Entities are responsible for requesting the prevailing wage schedule from the Department of Labor Standards (DLS). Contractors are not responsible for supplying a prevailing wage schedule and are not authorized to request the prevailing wage schedule on behalf of the Eligible Entity.

To begin your request for a prevailing wage schedule, or to learn more information about the prevailing wage, visit the DLS website: <http://www.mass.gov/lwd/labor-standards/prevailing-wage-program/>



## Pricing

### Equipment, Materials and Supplies

Pricing is based on a discount percentage off the current catalog/price list. The Commonwealth and Eligible Entities reserve the right to request a copy of the catalog or price list at any time. Contractors must post the current catalog/price list on their website dedicated to FAC64. The Discount percentage will be firm through the initial term of the contract. However, Contractors may increase the discount offered at any time by contacting the OSD Contract Manager. Additionally, Contractors may offer additional discounts to Eligible Entities on a case-by-case basis.

### Price Files/Discount Rates

Price files are posted as attachments to each Contractor's Master Blanket Purchase Order (MBPO) on COMMBUYS. To view each Contractor's MBPO please follow the instructions for "[How to find FAC64 MBPOs in COMMBUYS](#)" on page 6 in this user guide. Additionally you may review the [Contractor Table](#) on pages 13 and 14 which has direct links to the public view of each Contractor's MBPO. "Public view" means you may access the MBPO without being logged into COMMBUYS. Contractor price files may be downloaded from the public view or from being logged into COMMBUYS.

### Labor Rates

Contractors have provided hourly rates for non-prevailing wage positions and mark-ups over prevailing wage for prevailing wage positions. Mark-ups over prevailing wage are **ceiling mark-ups** and hourly rates are **ceiling rates**; both will remain firm for the initial term of the contract. Contractors may decrease mark-ups or hourly rates at any time by contacting the OSD Contract Manager. Additionally, Contractors may offer discounted rates to Eligible Entities on a case-by-case basis.

**Note regarding locksmith work under Category 3:** Per the Massachusetts Department of Labor Standards, when covered by the prevailing wage, locksmith work falls under the carpenter rate.

### Referencing the Statewide Contract

In order to ensure that you receive all the benefits and savings associated with the statewide contract, **BUYERS SHOULD ALWAYS REFERENCE THE STATEWIDE CONTRACT AND DOCUMENT NUMBER FAC64** when opening an account and placing an order with a Contractor.



## Quoting

### Multiple Quotes for Construction

Eligible Entities must solicit quotes from at least three (3) Contractors for any work that will involve construction. The minimum requirement is that Eligible Entities *contact* at least three (3) Contractors for quotes; you are not required to receive responses from all three (3) contacted Contractors. Please note specific requirements that apply, depending upon the scope of your bid, below.

**When construction or construction-related services are less than \$10,000:**

Buyer may select a Contractor based on sound business practices/best value.

**When construction or construction-related services are between \$10,000 and \$50,000:**

Buyer must receive two (2) written responses and must award to *lowest* responsible bidder.

**Tip:** Buyers should request that Contractors itemize their quotes so that the construction and/or construction-related services are isolated and easily identifiable.

### Quotes NOT Including Construction

Buyer may select Contractor based on sound business practices/best value.

### Quotes for Catalog Sales in Category 1 or Category 3

Eligible Entities may review the price files for Contractors in Category 1 to determine the net cost of the equipment they are interested in. Checking a Contractor's price file will constitute as a quote for Category 1. Eligible Entities may also review price files for Category 3 when purchasing products/material only (no installation/construction service involved).

Many times Contractors are willing to offer additional discounts, so checking with each Contractor directly is strongly encouraged.



## Where to Obtain Important Contract Information

Contract users may access FAC64 documents and information via [COMMBUYS](#). Each category has a COMMBUYS MBPO which contains contract documents. Direct links to each category MBPO are at the bottom of this page. Each category MBPO is setup with solicitation enabled to allow buyers to solicit quotes from the Contractors within the category. In addition to the category MBPOs, each Contractor has a unique MBPO.

### How to find FAC64 MBPOs in COMMBUYS from Public View:

1. Click on "Contract & Bid Search"
2. Select "Contracts/Blankets"
3. Enter "FAC64" in the "Contract/Blanket" Description field
4. Click "Find It"
5. Click on Contractor or category MBPO link

### How to find FAC64 MBPOs in COMMBUYS if you are logged in:

1. Sign into COMMBUYS
2. Type "FAC64" into the search bar at the top of the page
3. Select "Contract/Blankets" from the drop-down menu that displays "Catalog"
4. Click the magnifying glass to search
5. Click on Contractor or category MBPO link

OR

1. Sign into COMMBUYS
2. Click "Advanced" at the top of the page, to the right of the search bar
3. Select Document Type "Contracts/Blankets"
4. Type "FAC64" into the "Description" and click "Search" or hit enter
5. Click on Contractor or category MBPO link

### Category MBPOs

Each category MBPO is setup to allow buyers to solicit quotes from multiple vendors within the category. Buyers need to be logged into COMMBUYS to utilize the solicitation enabled feature.

Direct links to the public view of each MBPO are available below.

Category	MBPO Link
1	<a href="#">PO-17-1080-OSD03-SRC3-9509</a>
2	<a href="#">PO-17-1080-OSD03-SRC3-9506</a>
2A	<a href="#">PO-17-1080-OSD03-SRC3-9511</a>
3	<a href="#">PO-17-1080-OSD03-SRC3-9512</a>



## How to place an order in COMMBUYS:

Once your quote or item selections have been prepared a Purchase Order (called a Release Requisition on COMMBUYS) must be placed in COMMBUYS. Instructions for "How to Create a Release Requisition and Purchase Order" can be found on a Job Aid in the COMMBUYS section of the OSD website ([Job Aids for Buyers](#)).

## COMMBUYS Line Items

Each MBPO for this contract is setup in COMMBUYS with category line items at \$0.00. When you create your Release Requisition in COMMBUYS you will need to change the dollar amount to the quoted dollar amount you will pay for your Purchase Order. You should also edit the item description at this time to include the quote number, product information, or any other type of note you wish to add to the order.

## COMMBUYS Solicitation Enabled MBPOs

Each category has a solicitation enabled MBPO page to allow for more convenient quoting. To utilize these MBPO pages, buyers must begin by creating a Release Requisition, checking off the "Solicitation Enabled" box, and select "Release" as the Requisition Type. Buyers will then click on the "Items" tab, click "Search Items" at the bottom, click to expand the "Advanced Search" option, enter "FAC64" as description, and click "Find It" to bring up each category's solicitation enabled MBPO page.

## Updated COMMBUYS Line Items (October 2016)

Contractors in Categories 1 and 3 may now list individual products as line items in COMMBUYS. Buyers may now get results when they search for specific items. Please note however that not all Contractors have included product line items. To maximize options buyers should issue a request for quote to all Contractors in the category they are utilizing. Each Contractor MBPO has a \$0.00 line item for submitting Purchase Orders based on quoted pricing.

## How to search for FAC64 products in COMMBUYS:

1. Sign into COMMBUYS
2. Use the search bar at the top of the page to type in a product (keep "Catalog" in the drop-down menu)
3. Click the magnifying glass to search

*Please note: pricing will appear in 2 formats: **MSRP price** or **FAC64 price***

***MSRP price** will appear as a price with a discount percentage in parenthesis.*

*Example: \$1,000 / EA (discount 10.0%)*

*\* Buyers can calculate the price by reducing the MSRP by the discount percentage. The price will automatically change once the item is added to a requisition.*

***FAC64 price** will appear with a 0% discount and is already calculated for FAC64.*

*Example: \$1,000 / EA (discount 0.0%)*



## Statement of Work

Eligible Entities should provide a clear Statement of Work to the Contractors at the time of the request for quote. The following are some elements to consider including in a statement of work:

### Important Elements of the Statement of Work:

- Reference to the Statewide Contract FAC64
- Prevailing wage sheets, as applicable to the job
- Work schedules and performance dates
  - Release Date of the Request for Quote
  - Walkthrough requirements, if required
  - Response Date of Request for Quote
  - Date of Contractor Selection
- Responsibilities of the Contractor
  - Agrees to fulfill all provisions of the FAC64 statewide contract
  - Responsible for complete design, measurements, and drawings
  - Delivery, installation, testing, training, design and start up
  - Replace, modify, or upgrade existing hardware as necessary
  - Include the cost of any software licenses in bid
- Whether sub-Contractors will be allowed
- Eligible Entity Reserves right to negotiate and modify requirements with awarded Contractor
- Submittal Requirements
  - Narrative – how proposer will complete scope of work
  - Estimated timeline from release of purchase order to system live
  - Drawing Requirements
- Service/Maintenance Agreements
  - Response time guarantees desired
- Up time guarantees



## **Contractor Requirements**

### **No surcharges**

In general, no transportation, fuel, energy, insurance or any other surcharges will be allowed throughout the duration of the contract(s). However, for work done in Dukes or Nantucket Counties, Contractors may bill for reasonable third party travel expenses beyond normal commuting to and from the state or other Eligible Entity work site for services not covered by on-site warranty, service calls and/or a contracted maintenance plan. This includes the cost of a ferry to and from Dukes or Nantucket Counties. The definition of reasonable rates means those that are commercially available and competitive with other services companies.

### **No pre-payments**

Contractor must not request any form of pre-payments by the Eligible Entity before the service is rendered. For special projects implemented in phases, by mutual agreement of the Eligible Entity and the Contractor, invoices must be issued after each phase is completed to the Eligible Entity's satisfaction.

### **Delivery**

Contractor(s) must deliver equipment and/or supplies statewide, including the islands. Delivery must be F.O.B. destination with no delivery or travel expenses paid by the Eligible Entity, with the exception noted for Dukes and Nantucket Counties.

### **Negotiation**

Eligible Entities have the right to negotiate pricing or other aspects of purchases within the scope of the contract and are encouraged to do so.

### **Pre-Installation**

It is the Contractor's responsibility, prior to delivery, to survey and review the particular installation location to ensure the existing proposed location will meet the manufacturer's established installation criteria. Should the proposed installation location not meet established installation criteria, the Contractor and the Eligible Entity will attempt to locate an alternate mutually agreeable location for the equipment at the particular site.

Contractors not familiar with any location are strongly advised to personally view those locations prior to delivery. A lack of familiarity with an installation location will in no way relieve a Contractor from its responsibility to fulfill its contractual obligations.



## **Installation**

### **Compliance with Regulatory Requirements**

Contractor must maintain full compliance with all Regulatory Licensure Boards' (State Board of Electrical Examiners, Department of Public Safety) licensing requirements for all work.

### **Cabling and Cable Associated Hardware**

Cabling and associated hardware that is installed under this contract must be used for the security, surveillance, monitoring, and/or access control system. For cabling used for other purposes, use the current statewide contract for Data Infrastructure (Non-Construction related low voltage) Cabling Services and Maintenance, ITC45, or its successor.

### **Labels with Warranty Period**

Contractor must affix a label or decal to the control device for any equipment at the time of installation showing warranty period by dates, and the name, address, and telephone number of the OEM or Reseller responsible for warranty service of the equipment.

A successful installation is constituted by the product, equipment or system being fully capable of functioning to its fullest capacity and according to its design and is unencumbered by flaws resulting from poor installation. System Acceptance (final sign-off) will be provided by the user entity acknowledging final acceptance of a successful installation. System Acceptance cannot be unreasonably withheld by any entity, the contract manager or the project manager.

## **Post-Installation**

Contractor must be responsible for all installation of equipment and/or supplies and removal of all package material from the premises in coordination with the Eligible Entities instructions. For off-site monitoring services, Contractor must ensure there are systems current to meet the needs of the Commonwealth and remain current against intrusive/invasive systems that could compromise the installed system(s).

## **Anticipated Service Disruption**

Contractor must coordinate with the Eligible Entity for any anticipated service disruption. If anticipated disruption is scheduled the Contractor must provide a minimum of 24 hours' notice to the Eligible Entity.



## **Training and Training Materials**

Category 2, Category 2A, and Category 3 Contractors must provide significant training to designated personnel within the Eligible Entity during the final system testing and start-up phase of the project. The Contractor and Eligible Entity shall mutually agree on the duration as well as the location and schedule of the training. Training materials include, but are not limited to books, handouts, software, or customized training videos will be provided by the Contractor and will be given to the Eligible Entity at no additional cost, as agreed upon by the parties.

## **Software Licenses**

Where applicable, the cost of software licenses should be included in the Service Maintenance Agreement. Eligible Entities may also purchase software licenses separate from any Service Maintenance Agreements. Software licenses should be purchased through the Contractor who installed the equipment/system.

## **Service Maintenance Plans**

Category 2 Contractors must be able to provide service/maintenance agreements with various service levels available to the Eligible Entity at negotiated rates for repair and service work performed after the warranty period. The service/maintenance plan shall include various levels of Contractor response times available to the Eligible Entity. Contractors must offer an immediate response plan with 24x7x365 availability. Eligible Entities will negotiate pricing for service/maintenance plans with the Contractor.

Eligible Entities are encouraged to enumerate the requirements desired for any service/maintenance plan at the time of quote so total cost of ownership can be factored into award decisions. Some elements to consider when requesting a service/maintenance agreement include: Response time guarantees, up time guarantees, quality requirements, and penalties.

## **Product Warranty**

Contractors must provide a standard warranty for all equipment of at least 1 year in length. Eligible Entities may purchase extended warranties with Contractors at negotiated pricing. Please see each Contractor's price file on COMMBUYS for information regarding the availability of extended warranties.



## Strategic Sourcing Services Team (SSST)

<u>Name</u>	<u>Eligible Entity</u>
Randal Cabral	Department of Public Health
Randy Clarke	MBTA
Michael Courtney	Bureau State Buildings
David Crouse	Massachusetts State Police
Donald Denning	City of Boston
Nancy Fitzgerald	Department of Fire Services
Roger Gauthier	Department of Public Health
Sylvain Kabeya	Massachusetts Rehabilitation Commission
Adam Peters	MBTA
Charles Plungis	Operational Services Division
Korina Senior	Department of Fire Services



### Contractor Table

Contractor	MBPO	Categories				Contact	Phone	Email
		1	2	2A	3			
Access Control Systems Inc.	PO-14-1080-OSD01-OSD10-0000000037		X			Charles R. Patterson	603-249-9820	<a href="mailto:charlie@a-c-s.biz">charlie@a-c-s.biz</a>
Advanced Alarm Systems Inc.	PO-14-1080-OSD01-OSD10-0000000039		X	X		Kevin C Fitzpatrick	508-726-4565	<a href="mailto:kevin@80044alarm.com">kevin@80044alarm.com</a>
American Alarm	PO-14-1080-OSD01-OSD10-0000000040		X	X	X	Larry Movsessian	781-859-2055	<a href="mailto:Lmovsessian@americanalarm.com">Lmovsessian@americanalarm.com</a>
Autoclear LLC	PO-14-1080-OSD01-OSD10-0000000041	X				Alan Martin	973-826-0504	<a href="mailto:alanm@a-clear.com">alanm@a-clear.com</a>
Aventura	PO-14-1080-OSD01-OSD10-0000000042	X				Lavonne Lazarus	631-300-4000 ext. 7125	<a href="mailto:llazarus@aventuracctv.com">llazarus@aventuracctv.com</a>
BCM Controls Corporation	PO-14-1080-OSD01-OSD10-0000000044		X			Steven Feinberg	781-933-8878	<a href="mailto:feinbergs@bcmcontrols.com">feinbergs@bcmcontrols.com</a>
CEIA USA Ltd.	PO-14-1080-OSD01-OSD10-0000000045	X				Luca Cacioli	330-405-3190	<a href="mailto:sales@ceia-usa.com">sales@ceia-usa.com</a>
Dugmore & Duncan, Inc.	PO-14-1080-OSD01-OSD10-0000000046				X	Skip Reid	339-788-2019	<a href="mailto:skip@dugmore.com">skip@dugmore.com</a>
Electronic Security Control Systems	PO-14-1080-OSD01-OSD10-0000000047	X	X		X	Ben Jacobellis	781-271-0830	<a href="mailto:benny3@escsinc.com">benny3@escsinc.com</a>
ENE Systems	PO-14-1080-OSD01-OSD10-0000000048	X	X	X		Jill Murray	781-828-6770	<a href="mailto:jmurray@enesystems.com">jmurray@enesystems.com</a>
FTG Security	PO-14-1080-OSD01-OSD10-0000000095		X			Brian Ingalls	339-502-6619	<a href="mailto:bingalls@isyscc.com">bingalls@isyscc.com</a>
Galaxy Integrated Technologies	PO-14-1080-OSD01-OSD10-0000000054		X			John Gulezian	617-202-6388	<a href="mailto:johnng@galaxyintegrated.com">johnng@galaxyintegrated.com</a>
Go Technologies	PO-14-1080-OSD01-OSD10-0000000055	X	X		X	Michael Kotwicki	508-881-2077	<a href="mailto:mike@gosecuritysolutions.com">mike@gosecuritysolutions.com</a>
Graybar Electric Company Inc.	PO-14-1080-OSD01-OSD10-0000000057	X				Michael Teahan	617-721-4041	<a href="mailto:michael.teahan@graybar.com">michael.teahan@graybar.com</a>
Industrial Video Control	PO-14-1080-OSD01-OSD10-0000000091	X				Ric Bonnell	617-467-3059 ext. 103	<a href="mailto:rbonnell@ivcco.com">rbonnell@ivcco.com</a>
Integrated Security, Inc.	PO-14-1080-OSD01-OSD10-0000000093	X			X	Bradford Dowdall	508-623-1413	<a href="mailto:bdowdall@isi-security.com">bdowdall@isi-security.com</a>
Ironman Inc.	PO-14-1080-OSD01-OSD10-0000000097	X				James L. Hatch	989-386-8975	<a href="mailto:ironman@ironmans.net">ironman@ironmans.net</a>

LOGOUT

# Search Results

Current Search Terms: lan-tel communications\* inc.\*

Your search for ""lan-tel"communications\* inc.\*" returned the following results...

**Notice:** This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Glossary

Entity	Lan-Tel Communications, Inc.	Status: Active	<a href="#">View Details</a>
DUNS: 808236327	CAGE Code: 38WM0		
Has Active Exclusion?: No	DoDAAC:		
Expiration Date: 04/25/2017	Delinquent Federal Debt? No		
Purpose of Registration: All Awards			

Search

Results

Entity

Exclusion

Search

Filters

By Record

Status

By Record

Type

SAM | System for Award Management 1.0

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# STANDARD CONTRACT AMENDMENT CITY OF BOSTON

Department: Mayor's Office of Emergency Management  
Department Head: Rene Fielding, Director

### Original Contract Details

Description/Scope of Services: Maintenance on and enhancements to the Metro Boston Homeland Security Region's Critical Infrastructure Monitoring System (CIMS) camera network.	
Contract ID: 40555	Procurement Type: MA State Contract FAC 64
<b>Vendor/Contractor Details</b>	
Vendor Name: Lan-Tel Communications, Inc.	Vendor ID: 19146

### Amendment Details

Amendment Number: 1	Amendment Version: 1
Reason for Amendment: Allowing for additional time and funding to continue maintenance and enhancements to the system	
Amendment Amount: \$1,500,000	
New Not To Exceed Amt: \$2,950,000	Previous Not To Exceed Amt: \$1,450,000
New End Date: 7/31/17	Previous End Date: 7/31/16
Begin Date: 3/5/15	
Scope of Services Changes (Describe scope changes in detail. Attach additional pages if necessary):	
Unit prices remain the same or less. All other terms & conditions of the contract shall remain in full force and effect.	

### Contract Signatures

AUDITING	CONTRACTOR	AWARDING AUTHORITY/OFFICIAL
APPROVED AS TO AVAILABILITY OF APPROPRIATION OR PURSUANT TO ARTICLE 12.2 OF THE GENERAL CONDITIONS	AGREES TO PROVIDE THE GOODS OR SERVICES AS INDICATED IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS.	THIS AMENDMENT IS NECESSARY TO FULFILL THE CITY'S NEEDS AND IS MORE ECONOMICAL AND PRACTICAL THAN AWARDED ANOTHER CONTRACT.
AM \$100,000-		
SIGNATURE	SIGNATURE	SIGNATURE
3/16/16	President	3/14/16
DATE	TITLE	DATE
	3/8/2016	
	DATE	

APPROVED:

APPROVED

ASSENTED TO (IF APPLICABLE):

LAW DEPARTMENT

Mayor  
3/24/16

BY   
EUGENE L. O'FLAHERTY  
CORPORATION COUNSEL

Surety Company:  
By: Attorney-in-Fact

(Affix Surety Company Corporate Seal)



MAYOR'S OFFICE OF  
EMERGENCY  
MANAGEMENT  
MARTIN J. WALSH  
MAYOR



FOR LAW DEPARTMENT APPROVAL

Contract # 40555

March 14, 2016

The Honorable Martin J. Walsh  
Mayor of the City of Boston  
City Hall  
Boston, MA 02201

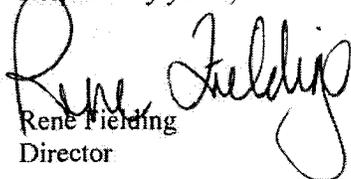
Dear Mr. Mayor,

On April 22, 2015 you approved the award of a contract to Lan-Tel Communications, Inc. of 1400 Providence Highway Building #2, Suite 2000, Norwood, MA 02062 to perform maintenance and enhancements to the Metro Boston Homeland Security Region's Critical Infrastructure Monitoring System (CIMS) camera network for the period of March 5, 2015 through July 31, 2016.

This contract is in compliance with the provisions of M.G.L. c. 30B because it involves a purchase from a vendor who has an annual contract with the Commonwealth of Massachusetts for the same items being purchased under this contract, which is available to all local governments in Massachusetts. The relevant provisions of the state contract number FAC64 are incorporated by reference into this contract. Lan-Tel Communications Inc. has agreed to furnish equipment and deployment services to the Office of Emergency Management at the same cost as provided under its original contract with the Commonwealth of Massachusetts.

Your Honor's permission is now requested to approve an amendment to this contract to allow for additional time and funding to continue the maintenance and upgrades to the system. The contract end date shall be extended to July 31, 2017. The amount of the amendment shall be \$1,500,000 (one million five-hundred thousand dollars). The contract, as amended, shall not exceed \$2,950,000 (two million nine-hundred and fifty thousand dollars) which I have determined to be reasonable.

Respectfully yours,

  
Rene Fielding  
Director

APPROVED  
LAW DEPARTMENT  
BY \_\_\_\_\_  
EUGENE L. O'FLAHERTY   
CORPORATION COUNSEL

**CERTIFICATE OF AUTHORITY**  
(For Corporations Only)

03/06/2016

(Current Date)

At a meeting of the Directors of the LAN-TEL Communications, Inc.  
 (Name of Corporation)  
 duly called and held at Norwood, MA  
 (Location of Meeting)  
 on the 6 day of March 2016 at which a quorum was present and acting,  
 it was VOTED, that Joseph H. Bodio  
 (Name)  
 the President/CEO of this corporation is hereby  
 (Position)  
 authorized and empowered to make, enter into, sign, seal and deliver in behalf of this corporation  
 a contract for Annual enhancements to the MBHSR CIMS camera system  
 (Describe Service)

with the City of Boston, and a performance bond in connection with said contract.

I do hereby certify that the above is a true and correct copy of the record that said vote  
has not been amended or repealed and is in full force and effect as of this date, and that

Joseph H. Bodio

(Name)

is the duly elected President/CEO of this

(Position)

corporation.

Attest Christine M. McKeown

(Affix Corporate Seal Here)

Kate Walczon

(Clerk) (Secretary) of the Corporation

COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (AEF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at [www.mass.gov/oa3](http://www.mass.gov/oa3) under [Guidance For Vendors - Forms](#) or [www.mass.gov/oa3](http://www.mass.gov/oa3) under [OSD Forms](#).

<b>CONTRACTOR LEGAL NAME:</b> LAN-TEL Communications, Inc. (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Operational Services Division <b>MMARS Department Code:</b> OSD	
<b>Legal Address:</b> (W-9, W-4,T&C): 1400 Providence Highway, Norwood, MA 02062		<b>Business Mailing Address:</b> One Ashburton Place, Boston MA 02108	
<b>Contract Manager:</b> Kate Waldron		<b>Billing Address:</b> (if different):	
<b>E-Mail:</b> <a href="mailto:kwaldron@lan-tel.com">kwaldron@lan-tel.com</a>		<b>Contract Manager:</b> Charles Plungis	
<b>Phone:</b> 781-352-4134	<b>Fax:</b> 781-551-8667	<b>E-MAIL:</b> <a href="mailto:charles.plungis@state.ma.us">charles.plungis@state.ma.us</a>	
<b>Contractor Vendor Code:</b> VC6000477274		<b>Phone:</b> 617-720-8313	<b>Fax:</b> 617-727-4527
<b>Vendor Code Address ID</b> (e.g. "AD001"): AD		<b>MMARS Doc ID(s):</b> FAC64	
(Note: The Address ID must be set up for EFT payments.)		<b>RFR/Procurement or Other ID Number:</b> FAC64	
<b>X NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only) <input checked="" type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input type="checkbox"/> <b>Department Procurement</b> (includes State or Federal grants <b>815 CMR 2.00</b> ) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget) <input type="checkbox"/> <b>Legislative/Legal or Other</b> (Attach authorizing language/justification, scope and budget)		<b>CONTRACT AMENDMENT</b> Enter Current Contract End Date <u>Prior</u> to Amendment: <u>20</u> Enter Amendment Amount: \$ _____ (or "no change") <b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <b>Amendment to Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Legislative/Legal or Other</b> (Attach authorizing language/justification and updated scope and budget)	
The following <b>COMMONWEALTH TERMS AND CONDITIONS (T&amp;C)</b> has been executed, filed with CTR and is incorporated by reference into this Contract.			
<input checked="" type="checkbox"/> <b>Commonwealth Terms and Conditions</b> <input type="checkbox"/> <b>Commonwealth Terms and Conditions For Human and Social Services</b>			
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.			
<input checked="" type="checkbox"/> <b>Rate Contract</b> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> <b>Maximum Obligation Contract</b> Enter Total Maximum Obligation for total duration of this Contract for new Total if Contract is being amended). \$ _____			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u>2%</u> PPD; Payment issued within 15 days <u>1.5%</u> PPD; Payment issued within 20 days <u>1%</u> PPD; Payment issued within 30 days <u>0%</u> PPD. If PPD percentages are left blank, identify reason: <input type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (O.L.C. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (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.) <b>FAC64 Security, Surveillance, Monitoring and Access Control Systems</b>			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:			
<input checked="" type="checkbox"/> 1. may be incurred as of the <b>Effective Date</b> (latest signature date below) and <b>no</b> obligations have been incurred prior to the <b>Effective Date</b> .			
<input type="checkbox"/> 2. may be incurred as of <u>20</u> , a date <b>LATER</b> than the <b>Effective Date</b> below and <b>no</b> obligations have been incurred prior to the <b>Effective Date</b> .			
<input type="checkbox"/> 3. were incurred as of <u>20</u> , a date <b>PRIOR</b> to the <b>Effective Date</b> below, and the parties agree that payments for any obligations incurred prior to the <b>Effective Date</b> 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.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>May 31, 2016</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> 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 <b>Contractor Certifications</b> (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 <b>Commonwealth Terms and Conditions</b> , the Standard Contract Form including the <b>Instructions and Contractor Certifications</b> , 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 <b>801 CMR 21.07</b> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: <u>[Signature]</u> Date: <u>5-3-2013</u> (Signature and Date Must Be Handwritten At Time of Signature)		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: <u>[Signature]</u> Date: <u>5/3/13</u> (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u>Joseph H. Bodle</u>		Print Name: <u>Kathleen Reilly</u>	
Print Title: <u>Chief Executive Officer</u>		Print Title: <u>Director, Strategic Sourcing</u>	

JB  
5/3/13



## INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

**CONTRACTOR LEGAL NAME (AND D/B/A):** Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

**Contractor Legal Address:** Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

**Contractor Contract Manager:** Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on Comm-PASS, the Contract Manager must be listed on the Vendor Section tab.

**Contractor E-Mail Address/Phone/Fax:** Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

**Contractor Vendor Code:** The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

**Vendor Code Address ID:** (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

**COMMONWEALTH DEPARTMENT NAME:** Enter the full Department name with the authority to obligate funds encumbered for the Contract.

**Commonwealth MMARS Alpha Department Code:** Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

**Department Business Mailing Address:** Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

**Department Billing Address:** Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

**Department Contract Manager:** Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

**Department E-Mail Address/Phone/Fax:** Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

**MMARS Document ID(s):** Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

**RFR/Procurement or Other ID Number or Name:** Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

## NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

**PROCUREMENT OR EXCEPTION TYPE:** Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

**Statewide Contract (OSD or an OSD-designated Department):** Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

**Collective Purchase approved by OSD:** Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

**Department Contract Procurement:** Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

**Emergency Contract:** Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

**Contract Employee:** Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

**Legislative/Legal or Other:** Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

## CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) \*See Amendments, Suspensions, and Termination Policy.)

**Enter Current Contract End Date:** Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

**Enter Amendment Amount:** Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

**AMENDMENT TYPE:** Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. Amendment to Scope or Budget. Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

**Interim Contracts:** Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an Interim Contractor when a current Contractor is unable to complete full performance under a Contract.

**Contract Employee:** Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

**Legislative/Legal or Other:** Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



posted.

## COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

## COMPENSATION

Identify if the Contract is a Rate Contract (with no stated Maximum Obligation) or a Maximum Obligation Contract (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

## PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contract rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

## BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

## ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, §9.

## CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, §9.

## CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. Rubber stamps, typed or other images are not acceptable. Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". Rubber stamps, typed or other images are not accepted. The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

## CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 196 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment

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under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

**Debarment.** The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F; G.L. c. 30, § 39R; G.L. c. 149, § 27C; G.L. c. 149, § 44C; G.L. c. 149, § 148B and G.L. c. 152, s. 25C.

**Applicable Laws.** The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

**Invoices.** The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15<sup>th</sup> for performance made and received (goods delivered, services completed) prior to June 30<sup>th</sup>, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15<sup>th</sup> or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

**Payments Subject To Appropriation.** Pursuant to G.L. c. 29 § 28, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

**Intercept.** Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

**Tax Law Compliance.** The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 82C, G.L. c. 82C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11: New Independent Contractor Provisions and applicable TIRs.

**Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts.** The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal

services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

**Federal Anti-Lobbying and Other Federal Requirements.** If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

**Protection of Personal Data and Information.** The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

**Corporate and Business Filings and Reports.** The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth, and with its incorporating state (or foreign entity).

**Employer Requirements.** Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

**Federal And State Laws And Regulations Prohibiting Discrimination** including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sec. II, Part II, s. 265 (Telecommunication Act); Chapter 149, Section 105D; G.L. c. 151C; G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

**Small Business Purchasing Program (SBPP).** A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP SmartBid subscription process at: www.comm-pass.com and with acceptance of the terms of the SBPP participation agreement.

**Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized).** The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11, Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term

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"other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

**Northern Ireland Certification.** Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

**Pandemic, Disaster or Emergency Performance.** In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

**Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A).** Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

**Attorneys.** Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

**Subcontractor Performance.** The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

#### EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

**Executive Order 481, Prohibiting the Use of Undocumented Workers on State Contracts.** For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract, that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

**Executive Order 130, Anti-Boycott.** The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3); (4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

**Executive Order 346, Hiring of State Employees By State Contractors** Contractor certifies compliance with both the conflict of interest law G.L. c. 288A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed

to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

**Executive Order 444, Disclosure of Family Relationships With Other State Employees.** Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

**Executive Order 504, Regarding the Security and Confidentiality of Personal Information.** For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 68A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"); (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 68A, Executive Orders 523, 524 and 526, Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478), Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390), Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.



## COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. *Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.* Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

**1. Contract Effective Start Date.** Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

**2. Payments And Compensation.** The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

**3. Contractor Payment Mechanism.** All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

**4. Contract Termination Or Suspension.** A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor

failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

**5. Written Notice.** Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

**6. Confidentiality.** The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

**7. Record-keeping And Retention, Inspection Of Records.** The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

**8. Assignment.** The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

**9. Subcontracting By Contractor.** Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

**10. Affirmative Action, Non-Discrimination In Hiring And Employment.** The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

**11. Indemnification.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an



# COMMONWEALTH TERMS AND CONDITIONS

opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to

appropriation and applicable law.

12. **Waivers.** Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. **Risk Of Loss.** The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. **Forum Choice of Law And Mediation.** Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. **Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration.** Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any

printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: \_\_\_\_\_

(signature)

Print Name: Joseph H. Bodio

Title: Chief Executive Officer \_\_\_\_\_

Date: \_\_\_\_\_

5-3-2017

(Check One):  Organization  Individual

Full Legal Organization or Individual Name: LAN-TEL Communications, Inc.

Doing Business As: Name (If Different): \_\_\_\_\_

Tax Identification Number: 04-3141040

Address: 1400 Providence Highway, Norwood, MA 02062 \_\_\_\_\_

Telephone: 781-551-8599 FAX: 781-551-8667

### INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: **Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

OSD Procurement Schedule 02/01/2016 - 07/31/2016

Contract Title	Document Number	Contract End Date Or Solicitation Start Date	Contact Person	e-mail	Comment
VEH84A - Vehicle Maintenance Management Services & Accident Subrogation Services	<a href="#">VEH84A</a>	04/30/2016	Lisa Baker	<a href="mailto:Lisa.Baker@state.ma.us">Lisa.Baker@state.ma.us</a>	Statewide Contract for Vehicle Maintenance Management Services & Accident Subrogation Services, VEH84A, will be extended through 10/31/2016.
FAC55designatedDEP Imprinted Plastic Trash Bags, Recycled	FAC55DesignatedDEP	05/11/2016	Dmitriy Nikolayev	<a href="mailto:Dmitriy.Nikolayev@state.ma.us">Dmitriy.Nikolayev@state.ma.us</a>	Statewide Contract FAC55designatedDEP Imprinted Plastic Trash Bags, Recycled, will be reviewed for rebid prior to contract expiration.
FAC64 - Security, Surveillance, Monitoring and Access Control Systems	<a href="#">FAC64</a>	05/31/2016	Stephen Lyons	<a href="mailto:Steve.Lyons@state.ma.us">Steve.Lyons@state.ma.us</a>	Statewide Contract for Security, Surveillance, Monitoring, and Access Control Systems, FAC64, will be renewed for 2 years (6/1/2016 - 5/31/2018).
ENE34 No.2 Heating Oil	<a href="#">ENE34</a>	05/31/2016	Sara Urato	<a href="mailto:Sara.Urato@state.ma.us">Sara.Urato@state.ma.us</a>	Statewide Contract ENE34 No. 2 Heating Oil will be extended or rebid prior to contract expiration.
FAC78 Moving & State Surplus Disposal Services Statewide Contract	<a href="#">FAC78</a>	6/30/2016	Katherine Morse	<a href="mailto:Katherine.morse@state.ma.us">Katherine.morse@state.ma.us</a>	Statewide Contract FAC78 Moving & State Surplus Disposal Services will be extended as an interim contract through 9/30/2016.
Baked Goods	<a href="#">GRO33</a>	06/30/2016	Betty Fernandez	<a href="mailto:Betty.Fernandez@state.ma.us">Betty.Fernandez@state.ma.us</a>	Statewide Contract for Baked Goods, GRO33, will be renewed with current contractors through 06/30/2017.
ITS41DESIGNATEDITD IBM Software and Services	ITS41Designated	06/30/2016	Annmarie Kates	<a href="mailto:Annmarie.kates@state.ma.us">Annmarie.kates@state.ma.us</a>	Statewide Contract ITS41DesignatedITD is being evaluated for extension or rebid prior to 6/30/2016.



To learn how to use each Statewide Contract, [click here](#).

USER

Fr

# Search Results

## Current Search Terms: lan-tel communications\*

Your search for "lan-tel communications\*" returned the following results...

**Notice:** This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Entity	Lan-Tel Communications, Inc.	Status: Active (+)
DUNS: 808236327	CAGE Code: 38WMO	<a href="#">View Details</a>
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 06/24/2016	Delinquent Federal Debt? No	
Purpose of Registration: All Awards		

Glk

[Sea](#)

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[Sea](#)

[Filt](#)

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Stati

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By

Func

Area

Perfi

Info

SAM | System for Award Management 1.0

IBM v1.P.46.20160226-1435

WWW7

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



USER NAME

Forgot

# Entity Dashboard

- Entity Overview
- Entity Record
  - Core Data
  - Assertions
  - Reps & Certs
    - POCs
    - Reports
- Service Contract Report
- BioPreferred Report
  - Exclusions
  - Active Exclusions
  - Inactive Exclusions
- Excluded Family Members

RETURN TO SEARCH

Lan-Tel Communications, Inc.  
 DUNS: 808236327 CAGE Code: 38WM0  
 Status: Active

Expiration Date: 06/24/2016  
 Purpose of Registration: All Award

## Entity Overview

### Entity Information

**Name:** Lan-Tel Communications, Inc.  
**Business Type:** Business or Organization  
**POC Name:** Kate Waldron  
**Registration Status:** Active  
**Activation Date:** 06/25/2015  
**Expiration Date:** 06/24/2016

### Exclusions

Active Exclusion Records? No



**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



**STANDARD CONTRACT DOCUMENT**  
CITY OF BOSTON

(FORM CM 19)

*Original Award*

CONTRACT ID: 40555

Contractor Legal Name: LAN-TEL Communications, Inc.  (and d/b/a):	City Department Name: Mayor's Office of Emergency Management
Contractor Address: 1400 Providence Highway Building #2, Suite 2000 Norwood, MA 02062	Department Head: Rene Fielding, Director Mailing Address: 1 City Hall Plaza Room 204 Boston, MA 02201
Contractor Vendor ID: 19146	Billing Address (if different):

ACCOUNT	FUND	DEPT ID	PROGRAM	CLASS	PROJECT	BUD REF	FUNCTION	AMOUNT
52907	200	231100	508J	2106	HLS14002	2014		\$600,000.00
52907	200	231100	508J	2106	HLS15002	2015		\$850,000.00
								\$
								\$
								\$

**Contract Details**

Description/Scope of Services: (Attach supporting documentation)  
Upgrades to the MBHSR CIMS camera system

Begin Date: 3/5/15

End Date: 7/31/16

Rate: \$

Not to Exceed Amount: \$ 1,450,000.00

(Attach details of all rates, units, and charges)

**Contract Signatures**

AUDITOR	CONTRACTOR	AWARDING AUTHORITY/OFFICIAL
APPROVED AS TO AVAILABILITY OF APPROPRIATION OR PURSUANT TO ARTICLE 12.2 OF THE GENERAL CONDITIONS	AGREES TO PROVIDE THE GOODS OR SERVICES AS INDICATED IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS.	ATTACH APPROVED LETTER OF AWARD AND OTHER REQUIRED DOCUMENTS.
IN THE AMOUNT OF	<i>[Signature]</i> SIGNATURE	<i>[Signature]</i> SIGNATURE
<i>4M \$0</i>	President/CEO TITLE	4/22/15 DATE
<i>[Signature]</i> SIGNATURE	3/9/15 DATE	
3/10/15 DATE		



MAYOR'S OFFICE OF  
EMERGENCY  
MANAGEMENT

Martin J. Walsh



METRO BOSTON  
HOMELAND  
SECURITY

FOR LAW DEPARTMENT APPROVAL

March 9, 2015

Contract # 40555

The Honorable Martin J. Walsh  
Mayor of the City of Boston  
City Hall  
Boston, MA 02201

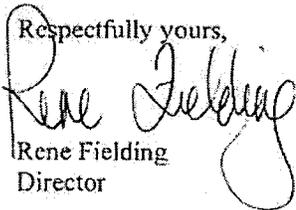
Dear Mr. Mayor,

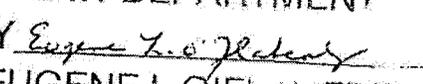
Your Honor's permission is requested to award a contract to LAN-TEL Communications, Inc. of 1400 Providence Highway Building #2, Suite 2000, Norwood, MA 02062 to service an upgrade to the Metro Boston Homeland Security Region's Critical Infrastructure Monitoring System for the period of March 5, 2015 through July 31, 2016.

This contract is in compliance with the provisions of M.G.L. c. 30B because it involves a purchase from a vendor who has an annual contract with the Commonwealth of Massachusetts for the same items being purchased under this contract, which is available to all local governments in Massachusetts. The relevant provisions of the state contract number FAC64 are incorporated by reference into this contract. Lan-Tel Communications Inc. has agreed to furnish equipment and deployment services to the Office of Emergency Management at the same cost as provided under its original contract with the Commonwealth of Massachusetts.

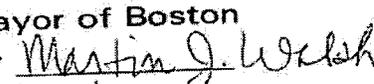
Compensation under this contract will not exceed one million four hundred fifty thousand dollars (\$1,450,000.00), which I have determined to be reasonable for the services to be provided.

Respectfully yours,

  
Rene Fielding  
Director

APPROVED  
LAW DEPARTMENT  
BY   
EUGENE L. O'FLAHERTY   
CORPORATION COUNSEL

APPROVED

Martin J. Walsh  
Mayor of Boston  
By   
4/22/15

**CERTIFICATE OF AUTHORITY**  
(For Corporations Only)

03/06/2015  
(Current Date)

At a meeting of the Directors of the LAN-TEL Communications, Inc.  
(Name of Corporation)  
duly called and held at 1400 Providence Highway, Norwood, MA 02062  
(Location of Meeting)  
on the 6th day of March 2015 at which a quorum was present and acting,  
it was VOTED, that Joseph H. Bodio  
(Name)  
the President/CEO of this corporation is hereby  
(Position)  
authorized and empowered to make, enter into, sign, seal and deliver in behalf of this corporation  
a contract for Annual enhancements to the MBHSR CIMS camera system  
(Describe Service)

with the City of Boston, and a performance bond in connection with said contract.

I do hereby certify that the above is a true and correct copy of the record that said vote  
has not been amended or repealed and is in full force and effect as of this date, and that

Joseph H. Bodio  
(Name)  
is the duly elected President/CEO of this  
(Position)  
corporation.

Attest:

(Affix Corporate Seal Here)

Kate Waldron  
(Clerk) (Secretary) of the Corporation

Business Unit: BOSTN	Requester: 121445	Status: Approved
Requisition: 0000335863	Requested By: Murphy, Andrew	Currency: USD
Requisition Name: CIMS FY15	Entered Date: 3/14/16	Requisition Total: 700,000.00
Header Comments: Attach to contract 40555		

Line: 1    **Item Description:** Critical Infrastructure Monitoring System    **Quantity:** 1.0000    **UOM:** EA    **Price:**    **Line Total:** 700,000.00  
 (CIMS) Maintenance and Enhancements FY15    700,000.00  
**Line Status:** Approved

**Ship Line:** 1    **Ship To:** 4480    **Address:**    **Shipping Quantity:** 1.0000  
**Attention:** Andrew Murphy-OEM    **Due Date:**    Mayor's Office of Emergency    **Shipping Total:** 700,000.00  
 Preparedness-Homeland Secur  
 Boston City Hall -Room 204  
 One City Hall Plaza  
 Boston MA 02201  
 United States

Dist	Status	Location	Qty	PCT	Amount	GL Unit	Account
1	Open	4480	1.0000	100.00	700,000.00	BOSTN	52940

Dept	Fund	Program	Class	Budget Ref
231100	200	508J	2106	2016

Open QTY	Project	Open Amt
0.0000	HLS16002	700000.000

GL Base Amount	Currency	Sequence	Capitalize
700,000.00	USD	0	N

APPROVED AS ORIGINAL

JJ 1/10/18



LAN-TEL Communications, Inc.  
1400 Providence Highway  
Suite 3100  
Norwood, MA 02062  
781.551.8599 Fax 781.551.8667  
www.lan-tel.com

MAYOR'S OFFICE OF EMERGENCY  
PREPAREDNESS-HOMELAND SECURITY  
BOSTON CITY HALL-ROOM204  
ONE CITY HALL PLAZA  
BOSTON, MA 02201

INVOICE ID: 9917185A  
DRAW ID: 7  
DATE: December 31, 2017

CONTRACT ID: 17-5901-35  
CIMS MAINTENANCE 2017 2018  
LOCATION:

SALESPERSON:  
CUSTOMER ID: DOINNOV  
PO #: 678832  
Terms: Net 0

PO 0000678832 CONTRACT ID 40555

WORK PERFORMED FOR CITY OF BOSTON CONTRACT #BOSTN-00006558731 & BOSTN-000066207

BILLING FOR DECEMBER 2017

PROJECT MANAGEMENT:	\$	0.00
FIELD LABOR		27.21
MATERIAL		0.00

AMOUNT DUE: \$ 27.21

ATTN: ACCOUNTS PAYABLE

AMOUNT DUE THIS INVOICE

INTEREST @ 1.5% WILL BE CHARGED ON INVOICES OVER 60 DAYS.

PO # ~~00006558731~~  
0000678832

U16-2.2

\$27.21

okay to pay  
JJ  
1/10/18

OK to pay  
MB  
1/16/18



# City of Boston Purchase Order

## City of Boston

Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States

Dispatched		
Purchase Order	Date	Revision
BOSTN-0000678832	2017-05-05	
Payment Terms	Freight Terms	
00	DES PPD	
Buyer		
Habershaw, Deirdre		

**Vendor:** 0000019146  
Lan-Tel Communications Inc.  
1400 Providence Highway, Building 3, Suite 3100 ✓  
Norwood MA 02062  
United States

**Bill To:** Auditing Department  
One City Hall  
Room M-4  
Boston MA 02201  
United States

**Ship To:** Mayor's Office of Emergency  
Preparedness-Homeland Secur  
Boston City Hall -Room 204  
One City Hall Plaza  
Boston MA 02201  
United States  
**Attention:** See Detail Below

Tax Exempt? Y

State Tax Exempt ID: 04-6001380

Contract ID: 000000000000000000040555

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	CIMS Maintenance and Enhancements	1.00	EA	300000.00 Attention: Habershaw, Deirdre	300000.00	05/10/2017
	52940-200-231100-508J-2106-2017-HLS17002 ✓	1.00				

51,530<sup>00</sup>

Total PO Amount

~~300000.00~~

51,530<sup>00</sup>

\*\*\*\*The above Purchase Order number must be included on all invoices to ensure accurate and timely payment.\*\*\*\*

Official Approvals			
I certify that all records regarding this procurement are on file	9/20/17	Approved as to availability of appropriation	
Deirdre Habershaw	<i>[Signature]</i>	Sally Glora	5/5/2017
Department Head/Purchasing Agent/BPS Business Manager		City Auditor/BPS Business Manager	

This is not a valid purchase order without the above signatures.

9/15/17  
U16-2.2 CIMS  
x partial payment  
Receipt # 440094

INVOICE # 17921

51,530.00



APPROVED AS ORIGINAL

SP 9/15/17

1400 Providence Hwy  
Building 3 Suite 3100  
Norwood, MA 02062  
Phone: (844) 575-2001 (Please Note New Toll Free Number)

# Invoice

## LAN-TEL(Security)

Date: 9/15/2017  
Invoice No.: 17921

1400 Providence Hwy  
Building 3 Suite 3100  
Norwood, MA 02062

Bill to: OFFICE OF EMERGENCY MANAGEMENT  
1 CITY HALL SQUARE  
BOSTON, MA 02201

Service at: OFFICE OF EMERGENCY MANAGEMENT  
1 CITY HALL SQUARE  
BOSTON, MA 02201

Customer ID: BOSTOEM

Description: Agreement 143 Billing #1 of 1

Reference: Agreement 143

Terms:

PO Number:

Item	Description	Quantity	Unit Price	Amount
Agreement	1 Year DVTEL SSA	1.00	51,530.00	51,530.00
			<b>Agreement Subtotal</b>	<b>51,530.00</b>

*V16-2.2 CIMS*

Software Service Platinum Level Agreement

CIMS Global Account covers the following systems:

- CIMS Everett Police
- CIMS Boston Police
- CIMS Cambridge Police
- CIMS Chelsea Police
- CIMS Quincy Police
- CIMS Revere Police
- CIMS Winthrop Police
- CIMS Somerville Police
- CIMS Brookline Police Department
- CIMS Hancock Building

Subtotal:	51,530.00
Sales Tax:	0.00
<b>Total Due:</b>	<b>51,530.00</b>

*9/15/17  
SP OK to pay  
OK TEL 9/15/17*

Scope of work:

- This service agreement provides only access to software upgrades, remote support and cloud services. All labor will be billed at \$130/hour
- DVTEL software updates and maintenance support as part of the Support and Service Agreement
- Time period – contract will expire on June 30, 2018

APPROVED AS ORIGINAL

JS 11/30/17



LAN-TEL Communications, Inc.  
1400 Providence Highway  
Suite 3100  
Norwood, MA 02062  
781.551.8599 Fax 781.551.8667  
www.lan-tel.com

MAYOR'S OFFICE OF EMERGENCY  
PREPAREDNESS-HOMELAND SECURITY  
BOSTON CITY HALL-ROOM204  
ONE CITY HALL PLAZA  
BOSTON, MA 02201

INVOICE ID: 9917052  
DRAW ID: 5  
DATE: November 30, 2017

SALESPERSON:

CONTRACT ID: 17-5901-35  
CIMS MAINTENANCE 2017 2018  
LOCATION:

CUSTOMER ID: DOINNOV  
PO #: 678832  
Terms: Net 0

PO 0000678832 CONTRACT ID 40555

WORK PERFORMED FOR CITY OF BOSTON CONTRACT #BOSTN-00006558731 & BOSTN-000066207

BILLING FOR OCTOBER 2017

PROJECT MANAGEMENT: \$ 588.00  
FIELD LABOR 26,613.50  
MATERIAL 0.00

AMOUNT DUE: \$ 27,201.50

ATTN: ACCOUNTS PAYABLE

AMOUNT DUE THIS INVOICE

**\$27,201.50**

INTEREST @ 1.5% WILL BE CHARGED ON INVOICES OVER 60 DAYS.

*Ullc-2-2 Cims  
11/30/2017  
Okay to pay  
PO # 0000678832  
OK to pay 11/30/17  
MO*

0 \*  
588 +  
26,613.5 +  
002.....  
27,201.5 \*  
27,201.5 \*C



LAN-TEL Communications, Inc.  
1400 Providence Highway  
Suite 3100  
Norwood, MA 02062  
781.551.8599 Fax 781.551.8667  
www.lan-tel.com

MAYOR'S OFFICE OF EMERGENCY  
PREPAREDNESS-HOMELAND SECURITY  
BOSTON CITY HALL-ROOM204  
ONE CITY HALL PLAZA  
BOSTON, MA 02201

INVOICE ID: 9916684  
DRAW ID: 1  
DATE: August 16.2017

CONTRACT ID: 17-5901-35  
CIMS MAINTENANCE 2017 2018  
LOCATION:

SALESPERSON:  
CUSTOMER ID: DOINNOV  
PO #: 678832  
Terms: Net 0

PO 0000678832 CONTRACT ID 40555

WORK PERFORMED FOR CITY OF BOSTON CONTRACT #BOSTN-00006558731 & BOSTN-000066207

BILLING FOR JUNE 2017

PROJECT MANAGEMENT: \$ 980.00  
FIELD LABOR 43,311.50  
MATERIAL 0.00

AMOUNT DUE: \$ 44,291.50

ATTN: ACCOUNTS PAYABLE

AMOUNT DUE THIS INVOICE

**\$44,291.50**

INTEREST @ 1.5% WILL BE CHARGED ON INVOICES OVER 60 DAYS.

*SP ok to pay*

*8/16/17*

*OK you*

*8/17/17*



*U16-2.2 CIMS*



LAN-TEL Communications, Inc.  
1400 Providence Highway  
Suite 3100  
Norwood, MA 02062  
781.551.8599 Fax 781.551.8667  
www.lan-tel.com

APPROVED AS ORIGINAL

SP 9/22/17

MAYOR'S OFFICE OF EMERGENCY  
PREPAREDNESS-HOMELAND SECURITY  
BOSTON CITY HALL-ROOM204  
ONE CITY HALL PLAZA  
BOSTON, MA 02201

INVOICE ID: 9916775  
DRAW ID: 3  
DATE: September 19, 2017

CONTRACT ID: 17-5901-35  
                  CIMS MAINTENANCE 2017 2018  
LOCATION:

SALESPERSON:  
CUSTOMER ID: DOINNOV  
                  PO #: 678832  
                  Terms: Net 0

PO 0000678832 CONTRACT ID 40555

WORK PERFORMED FOR CITY OF BOSTON CONTRACT #BOSTN-00006558731 & BOSTN-000066207

BILLING FOR AUGUST 2017

PROJECT MANAGEMENT: \$ 1,764.00  
FIELD LABOR 27,801.00  
MATERIAL 0.00

AMOUNT DUE: \$ 29,565.00

ATTN: ACCOUNTS PAYABLE

AMOUNT DUE THIS INVOICE

**\$29,565.00**

INTEREST @ 1.5% WILL BE CHARGED ON INVOICES OVER 60 DAYS.

*SP ok to pay  
9/22/17  
ok M 9/22/17*

*U16-2-1 CIMS*

0\* \*  
1,764.00 +  
27,801.00 +  
**29,565.00 \*C**

APPROVED AS ORIGINAL

JJ 1/8/18



LAN-TEL Communications, Inc.  
1400 Providence Highway  
Suite 3100  
Norwood, MA 02062  
781.551.8599 Fax 781.551.8667  
www.lan-tel.com

MAYOR'S OFFICE OF EMERGENCY  
PREPAREDNESS-HOMELAND SECURITY  
BOSTON CITY HALL-ROOM204  
ONE CITY HALL PLAZA  
BOSTON, MA 02201

INVOICE ID: 9917182  
DRAW ID: 6  
DATE: December 31.2017

SALESPERSON:

CONTRACT ID: 17-5901-35  
CIMS MAINTENANCE 2017 2018  
LOCATION:

CUSTOMER ID: DOINNOV  
PO #: 678832  
Terms: Net 0

PO 0000678832 CONTRACT ID 40555

WORK PERFORMED FOR CITY OF BOSTON CONTRACT #BOSTN-00006558731 & BOSTN-000066207

BILLING FOR NOVEMBER 2017

PROJECT MANAGEMENT: \$ 1,568.00  
FIELD LABOR 40,217.00  
MATERIAL 0.00

AMOUNT DUE: \$ 41,785.00

ATTN: ACCOUNTS PAYABLE

AMOUNT DUE THIS INVOICE

INTEREST @ 1.5% WILL BE CHARGED ON INVOICES OVER 60 DAYS.

U16-2.2

\$41,785.00

Okay to pay  
1/8/18  
JJ

ok to pay  
1/8/18 (mb)

PO# 0000678832

0. \*  
1,568. +  
40,217. +  
002.....  
41,785. \*  
41,785. \*C

APPROVED AS ORIGINAL

SP 9/15/17



LAN-TEL Communications, Inc.  
1400 Providence Highway  
Suite 3100  
Norwood, MA 02062  
781.551.8599 Fax 781.551.8667  
www.lan-tel.com

MAYOR'S OFFICE OF EMERGENCY  
PREPAREDNESS-HOMELAND SECURITY  
BOSTON CITY HALL-ROOM204  
ONE CITY HALL PLAZA  
BOSTON, MA 02201

INVOICE ID: 9916737  
DRAW ID: 2  
DATE: August 31, 2017

CONTRACT ID: 17-5901-35  
CIMS MAINTENANCE 2017 2018  
LOCATION:

SALESPERSON:  
CUSTOMER ID: DOINNOV  
PO #: 678832  
Terms: Net 0

PO 0000678832 CONTRACT ID 40555

WORK PERFORMED FOR CITY OF BOSTON CONTRACT #BOSTN-00006558731 & BOSTN-000066207

BILLING FOR JULY 2017

PROJECT MANAGEMENT:	\$ 2,352.00
FIELD LABOR	36,154.50
MATERIAL	0.00

AMOUNT DUE: \$ 38,506.50

ATTN: ACCOUNTS PAYABLE

AMOUNT DUE THIS INVOICE

**\$38,506.50**

INTEREST @ 1.5% WILL BE CHARGED ON INVOICES OVER 60 DAYS.

9/15/17

SP OK to pay

OK TM 9/15/17

0 \*

36,154.50 +  
2,352.00 +  
**38,506.50** \*0

U16-2.2 CIMS



LAN-TEL Communications, Inc.  
1400 Providence Highway  
Suite 3100  
Norwood, MA 02062  
781.551.8599 Fax 781.551.8667  
www.lan-tel.com

MAYOR'S OFFICE OF EMERGENCY  
PREPAREDNESS-HOMELAND SECURITY  
BOSTON CITY HALL-ROOM204  
ONE CITY HALL PLAZA  
BOSTON, MA 02201

**APPROVED AS ORIGINAL**

INVOICE ID: 9916318A  
DRAW ID: 95  
DATE: May 12.2017

CONTRACT ID: 16-0330-20  
CIMS MAINTENANCE 16-17-Mayor's  
LOCATION:

SALESPERSON:  
CUSTOMER ID: DOINNOV  
PO #: 0000678832  
Terms: Net 0

PO 0000678832 CONTRACT ID 40555

WORK PERFORMED FOR CITY OF BOSTON CONTRACT #BOSTN-00006558731 & BOSTN-000066207

BILLING FOR APRIL 2017

PROJECT MANAGEMENT:	\$	95.79
FIELD LABOR		0.00
MATERIAL		0.00

AMOUNT DUE: \$ 95.79

ATTN: ACCOUNTS PAYABLE

*016-2.2*

AMOUNT DUE THIS INVOICE

**\$ 95.79**

INTEREST @ 1.5% WILL BE CHARGED ON INVOICES OVER 60 DAYS.

*OK to pay  
E. Muller  
7/13/17  
mm 7/17/17*

APPROVED AS ORIGINAL

SP 6/21/17



LAN-TEL Communications, Inc.  
1400 Providence Highway  
Suite 3100  
Norwood, MA 02062  
781.551.8599 Fax 781.551.8667  
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MAYOR'S OFFICE OF EMERGENCY  
PREPAREDNESS-HOMELAND SECURITY  
BOSTON CITY HALL-ROOM204  
ONE CITY HALL PLAZA  
BOSTON, MA 02201

INVOICE ID: 9916440  
DRAW ID: 10  
DATE: June 15, 2017

CONTRACT ID: 16-0330-20  
LOCATION: CIMS MAINTENANCE 16-17-Mayor's

SALESPERSON:  
CUSTOMER ID: DOINNOV  
PO #:  
Terms: Net 0

PO 0000678832 CONTRACT ID 40555

WORK PERFORMED FOR CITY OF BOSTON CONTRACT #BOSTN-00006558731 & BOSTN-000066207

BILLING FOR MAY 2017

PROJECT MANAGEMENT:	\$ 1,372.00
FIELD LABOR	37,701.50
MATERIAL	0.00

AMOUNT DUE: \$ 39,073.50

ATTN: ACCOUNTS PAYABLE

AMOUNT DUE THIS INVOICE

INTEREST @ 1.5% WILL BE CHARGED ON INVOICES OVER 60 DAYS.

**\$39,073.50**

SP OK to pay  
6/21/17

OK to pay  
DH 6/22/17

U16-2-2 CIMS

1,372.00 +  
37,701.50 +  
0.00 =

APPROVED AS ORIGINAL

SP 11/16/17



LAN-TEL Communications, Inc.  
1400 Providence Highway  
Suite 3100  
Norwood, MA 02062  
781.551.8599 Fax 781.551.8667  
www.lan-tel.com

MAYOR'S OFFICE OF EMERGENCY  
PREPAREDNESS-HOMELAND SECURITY  
BOSTON CITY HALL-ROOM204  
ONE CITY HALL PLAZA  
BOSTON, MA 02201

INVOICE ID: 9916911  
DRAW ID: 4  
DATE: October 31, 2017

CONTRACT ID: 17-5901-35  
                  CIMS MAINTENANCE 2017 2018  
LOCATION:

SALESPERSON:  
CUSTOMER ID: DOINNOV  
PO #: 678832  
Terms: Net 0

PO 0000678832 CONTRACT ID 40555

WORK PERFORMED FOR CITY OF BOSTON CONTRACT #BOSTN-00006558731 & BOSTN-000066207

BILLING FOR SEPTEMBER 2017

PROJECT MANAGEMENT:	\$ 1568.00
FIELD LABOR	26,355.50
MATERIAL	0.00

AMOUNT DUE: \$ 27,923.50

ATTN: ACCOUNTS PAYABLE

AMOUNT DUE THIS INVOICE

INTEREST @ 1.5% WILL BE CHARGED ON INVOICES OVER 60 DAYS.

\$27,923.50

U16-2.2 CIMS

0 \*  
1,568.00 +  
26,355.50 +  
~~27,923.50~~ XC

Okay to Pay  
11/16/17  
SP

OK to pay  
11/7/17



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 3/5/19

MAYOR'S OFFICE OF EMERGENCY  
PREPAREDNESS-HOMELAND SECURITY  
BOSTON CITY HALL-ROOM204  
ONE CITY HALL PLAZA  
BOSTON, MA 02201

INVOICE ID: 9918679  
DRAW ID: 15  
DATE: January 31, 2019

CONTRACT ID: 18-5901-35  
CIMS MAINTENANCE 2017 2018  
LOCATION:

SALESPERSON:  
CUSTOMER ID: DOINNOV  
PO #: 691597  
Terms: Net 0

FOR WORK PERFORMED FOR CITY OF BOSTON CONTRACT # 46018 PO # 691597

BILLING FOR JANUARY 2019

PROJECT MANAGEMENT: \$	0.00
FIELD LABOR:	33,753.00
	-----
AMOUNT DUE:	\$ 33,753.00

ATTN: ACCOUNTS PAYABLE

AMOUNT DUE THIS INVOICE

Credit Card Payments will incur fee of 3.5%  
INTEREST @ 1.5% WILL BE CHARGED ON INVOICES OVER 60 DAYS.

OK  
BJ  
3/6/19

\$33,753.00

OK TO PAY  
3/5/19 SP

U17-2.2 CIMS

### January Labor Totals

Labor Type	Hours	Total
LAN-TEL Labor regular rate	112	\$12,208.00
LAN-TEL Labor overtime rate	40	\$5,000.00
LAN-TEL Labor double time rate		\$0.00
LAN-TEL Labor Apprentice regular rate		\$0.00
LAN-TEL Labor Apprentice overtime rate		\$0.00
LAN-TEL Software Tech rate	12	\$1,500.00
LAN-TEL Software Tech overtime rate		\$0.00
LAN-TEL Software Tech double time rate		\$0.00
Sonet	147.5	\$15,045.00
<b>Total Labor</b>	<b>311.5</b>	<b>\$33,753.00</b>

**Total Project Management Labor** \$0.00

**Total Labor & PM** **\$33,753.00**

### January Material Totals

Total PTZ DVTEL Cameras	0	\$0.00
Total Fixed DVTEL Cameras	0	\$0.00
Total Power Supplies	0	\$0.00
Total Bucket Truck Rentals (LAN-TEL & Sonet)	0	\$0.00
Total Adapters	0	\$0.00
Total Encoders	0	\$0.00
Total NEMA Enclosures	0	\$0.00
Total Astro Brackets	0	\$0.00
Total Antennas & Assoc. Equipment	0	\$0.00
Total Cable & Assoc. Hardware	-	\$0.00
Total POEs	0	\$0.00
Total Misc. Equipment	-	\$0.00
<b>Total Material Used</b>		<b>\$0.00</b>

**Total Billing for January Billing**

**\$33,753.00**

12,208.00 +  
 5,000.00 +  
 1,500.00 +  
 15,045.00 +  
 0.00 \*



# 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-0000691597	2018-06-14	
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: 000000000000000000046018

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	Contract # 46018 Services for maintenance and enhancements to the Metro Boston Homeland Security Region's Critical Infrastructure Monitoring Systems (CIMS) Network. Using Statewide Contract #FAC64.	1.00	EA	600000.00	600000.00	06/19/2018
				Attention: Jones,Brenda		
	52940-200-231100-508J-2106-2018-HLS18002	1.00				

U17 - 2.2  
Contract # 46018  
OEM POC: Nancy Anderson

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	
Nancy Veronica Anderson	Sally Glora	7/12/2019
Department Head/Purchasing Agent/BPS Business Manager	City Auditor/BPS Business Manager	
This is not a valid purchase order without the above signatures.		



# City of Boston Purchase Order

## City of Boston

Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States

<b>Complete</b>		
<b>Purchase Order</b> BOSTN-0000686927	<b>Date</b> 2018-01-10	<b>Revision</b>
<b>Payment Terms</b> 00	<b>Freight Terms</b> DES PPD	
<b>Buyer</b> Bilodeau,Michele M.		

**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: 000000000000000000043933

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	CIMS Maintenance and Enhancement	1.00	EA	163774.19	163774.19	01/15/2018
				Attention: Jones, Jessica M.		
	52940-200-231100-508J-2106-2017-HLS17002	1.00				

Contract #43933  
U16 2.3 CIMS Maintenance and Enhancements / POC:  
Jessica Jones 6176351350  
per c/o close po 3/19/18-tl

**Total PO Amount** 163774.19

\*\*\*\*The above Purchase Order number must be included on all invoices to ensure accurate and timely payment.\*\*\*\*

Official Approvals		
I certify that all records regarding this procurement are on file	Approved as to availability of appropriation	
Unauthorized	Unauthorized	3/19/2018
Department Head/Purchasing Agent/BPS Business Manager	City Auditor/BPS Business Manager	
This is not a valid purchase order without the above signatures.		

CITY OF BOSTON  
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:

State contract 7AC04-Security,  
Surveillance, Monitoring &  
Access Control Systems

in accordance with the terms of the accompanying contract documents.

B. The Contractor is a/an:

Massachusetts 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. Badio

Treasurer is

Joseph H. Badio

Place of business is

1400 Providence Highway  
Suite 3100, 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:

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A copy of the joint venture agreement is on file at \_\_\_\_\_  
and will be delivered to the Official on request.

4. If the Contractor is a Trust, state the name and address of all Trustees:

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The trust document(s) are on file at \_\_\_\_\_,  
and will be delivered to the Official on request.

5. If the business is conducted under any title other than the real name of the owner, state the time when, and place where, the certificate required by General Laws, c.110, §5, was filed:

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6. The Taxpayer Identification Number\* of the contractor (the number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941) is:

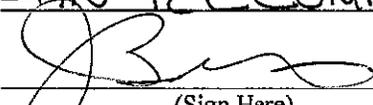
04-3141040

\*If individual, use Social Security Number \_\_\_\_\_

7. City of Boston Ordinance, Chapter IV, § 4-8 requires City Contractors to safeguard unprotected pedestrians, cyclists, and motorcyclists by installing side under-ride guards, convex blind spot mirrors, cross-over mirrors, and appropriate warning signage on all large vehicles used within the City of Boston in connection with a City

Contract. Large vehicles are those with a gross weight exceeding 10,000 lbs., a trailer with an unladen mass exceeding 10,000 lbs., or a semi-trailer with a gross weight exceeding 26,000 lbs. Contractors are required to have such large vehicles inspected by the City prior to starting work on a City of Boston Contract. Additional details may be found at [www.cityofboston.gov/procurement](http://www.cityofboston.gov/procurement).

8. The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.

Contractor: LAN-TEL COMMUNICATIONS, INC  
By:   
(Sign Here)  
Title: PRESIDENT / CEO  
Business Address: 1400 PRUDENCE HIGHWAY  
NORWOOD, MA 02062  
(City, State and Zip Code)

**NOTE: This statement must bear the signature of the contractor.**

If the Contractor is an individual doing business under a name other than his own name this statement must so state, giving the address of the individual.

If the Contractor is a partnership this statement must be signed by a general partner designated as such. If the Contractor is a corporation, trust or joint venture this statement must be signed by a duly authorized officer or agent of such corporation, trust or joint venture.

APPROVED AS TO FORM BY CORPORATION COUNSEL AUGUST 2015  
THIS FORM IS VOID AND WITHOUT LEGAL EFFECT IF ALTERED IN ANY WAY

(PUB AUG 2015)

**CM FORM 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**

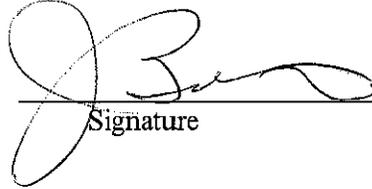
The undersigned certifies under penalties of perjury that the vendor is in compliance with the provisions of the Executive Order titled "Establishing Requirements for City Contracts in an Effort to Prevent Wage Theft," as currently in effect. **All Vendors must certify the following:**

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>

**CM FORM 15A**

**CORI COMPLIANCE**

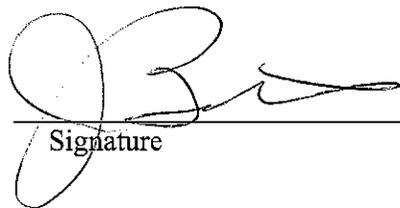
The City of Boston is subject to City of Boston Code, Chapter 4, section 7, which is intended to ensure that persons and businesses supplying goods and/or services to the City of Boston deploy fair policies relating to the screening and identification of person with criminal backgrounds through the CORI 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)

**CERTIFICATE OF AUTHORITY**  
(For Corporations Only)

05/17/2017

(Current Date)

At a meeting of the Directors of the LAN-TEL Communications, Inc.  
 (Name of Corporation)  
 duly called and held at 1400 Providence Highway, Suite 3100, Norwood, MA 02062  
 (Location of Meeting)  
 on the 17 day of May 2017 at which a quorum was present and acting,  
 it was VOTED, that Joseph H. Bodio  
 (Name)  
 the President/CEO of this corporation is hereby  
 (Position)  
 authorized and empowered to make, enter into, sign, seal and deliver in behalf of this corporation  
 a contract for FAC64: Security, Surveillance, Monitoring and Access Control Systems. 5/16/2017-5/31/2018  
 (Describe Service)

with the City of Boston, and a performance bond in connection with said contract.

I do hereby certify that the above is a true and correct copy of the record that said vote  
has not been amended or repealed and is in full force and effect as of this date, and that

Joseph H. Bodio  
 (Name)  
 is the duly elected President/CEO of this  
 (Position)  
 corporation.

Attest:

(Affix Corporate Seal Here)

Kate Waldron  
 (Clerk) (Secretary) of the Corporation

APPROVED AS TO FORM BY CORPORATION COUNSEL FEBRUARY, 1998  
THIS FORM IS VOID AND WITHOUT LEGAL EFFECT IF ALTERED IN ANY WAY



# CITY OF BOSTON 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 (FTE) who has been awarded a Service Contract of \$25,000 or more from the City of Boston must comply with the provisions of the Boston Jobs And Living Wage Ordinance which requires any such Vendors to pay at least the **Living Wage which is \$14.23 per hour** to any employee who directly expends his or her time on the services set out in the contract. All Subcontractors whose subcontracts are at least \$25,000 are also required to pay the Living Wage.

*If you are bidding on or negotiating a Service Contract that meets the above criteria, you should submit this Affidavit prior to the awarding of the contract. If you believe that you are exempt from the Living Wage Ordinance, complete Section 4: Exemption from Living Wage Ordinance, or if you are requesting a General Waiver, please complete Section 5: General Waiver Reason(s).*

**WARNING:** No Service Contract will be executed until this Affidavit is completed, signed and submitted to the Contracting Department

**IMPORTANT:** Please print in ink or type all required information. Assistance in completing this Form may be obtained by calling or visiting, The Living Wage Administrator, The Living Wage Division of the Office Of Workforce Development, telephone: (617) 918-5236, facsimile: (617) 918-5299, or your Contracting Department.

### Part 1: VENDOR INFORMATION:

Name of Vendor: LAN-TEL Communications, Inc.

Contact Person: Kate Waldron

Address 1400 Providence Highway, Suite 3100, Boston, MA 02062  
Street City Zip

Telephone #: 781.352.4134 Fax #: 781.551.8667

E-Mail: kwaldron@lan-tel.com

### Part 2: CONTRACT INFORMATION:

Name of the program or project under which the Contract or Subcontract is being awarded:  
FAC64 Security, Surveillance, Monitoring and Access Control Systems 05/16/2017 to 50/31/2018

Contracting Department: Boston Police Department

Start Date of Contract: 05/16/2017 End Date of Contract: 05/31/2018

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: 120

3. Total number of employees who will be assigned to work on the above-stated contract:  
12

4. Do you anticipate hiring any additional employees to perform the work of the Service Contract?

- Yes
- No

*If yes*, how many additional F.T.E.s do you plan to hire? \_\_\_\_\_

**PART 4: EXEMPTION FROM BOSTON JOBS AND LIVING WAGE ORDINANCE**

Any Vendor who qualifies may request an Exemption from the provisions of the Boston Jobs And Living Wage Ordinance by completing the following:

I hereby request an Exemption from the Boston Jobs And Living Wage Ordinance for the following reason(s): Attach any pertinent documents to this Application to prove that you are exempt from the Boston Jobs And Living Wage Ordinance. Please check the appropriate box(es) below:

- The construction contract awarded by the City of Boston is subject to the state prevailing wage law; and
- Assistance or contracts awarded to youth programs, provided that the contract is for stipends to youth in the program. "Youth Program" means any city, state, or federally funded program which employs youth, as defined by city, state, or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part-time program; and
- Assistance or contracts awarded to work-study or cooperative educational programs, provided that the Assistance or contract is for stipends to students in the programs; and
- Assistance and contracts awarded to vendors who provide services to the City and are awarded to vendors who provide trainees a stipend or wage as part of a job training program and provides the trainees with additional services, which may include but are not limited to room and board, case management, and job readiness services, and provided further that the trainees do not replace current City funded positions.

Please give a full statement describing in detail the reasons you are exempt from the Boston Jobs And Living Wage Ordinance (attach additional sheets if necessary):

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**PART 5. GENERAL WAIVER REASON(S)**

I hereby request a General Waiver from the Boston Jobs And Living Wage Ordinance. The application of the Boston Jobs And Living Wage Ordinance to my (check one):

Service Contract  
Subcontract

violates the following state or federal statutory, regulatory or constitutional provision or provisions.

State the specific state or federal statutory, regulatory or constitutional provision or provisions, which makes compliance with the Boston Jobs And Living Wage Ordinance unlawful:

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**GENERAL WAIVER ATTACHMENTS:**

Please attach a copy of the conflicting statutory, regulatory or constitutional provisions that makes compliance with this ordinance unlawful.

Please give a full statement describing in detail the reasons the specific state or federal statutory, regulatory or constitutional provision or provisions makes compliance with the Boston Jobs And Living Wage Ordinance unlawful (attach additional sheets if necessary):

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**PART 6: VENDOR AFFIDAVIT:**

I Joseph H. Bodio a principal officer of the Covered Vendor certify and swear/affirm that the information provided on this **Vendors Living Wage Affidavit** is true and within my own personal knowledge and belief.

Signed under the pains and penalties of perjury.

SIGNATURE:  DATE: 5/18/2017

PRINTED NAME: Joseph H. Bodio

TITLE: President/CEO



# CITY OF BOSTON JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION • (617) 918-5236

## COVERED VENDORS LIVING WAGE AGREEMENT

At the same time the City of Boston awards a Service Contract through a Bid, a Request for Proposal or an Unadvertised Contract, the Covered Vendor must complete this Form and submit it to the City, agreeing to the following conditions. In addition, any Subcontractor of the Covered Vendor shall complete this form and submit it to the City at the time the Subcontract is executed, also agreeing to the following conditions:

### Part 1: Covered Vendor (or Subcontractor) Information:

Name of Vendor: LAN-TEL Communications, Inc

Local Contact Person: Kate Waldron

Address 1400 Providence Highway, Suite 3100, Norwood, MA 02062  
Street City Zip

Telephone #: 781.352.4134 Fax #: 781-551-8667

E-Mail: kwaldron@lan-tel.com

### Part 2: Name of the program or project under which the Contract or Subcontract is being awarded: FAC64 Security, Surveillance, Monitoring

and Access Control Systems, May 16, 2017 - May 31, 2018

### Part 3: Workforce Profile of Covered Employees paid by the Service Contract or Subcontract:

A. List all Covered Employees' job titles with wage ranges (Use additional sheets of paper if necessary): Identify number of employees in each wage range.

JOB TITLE	< \$14.23 p/h	\$14.23 p/h- \$15.00 p/h	\$15.01 p/h- \$20.00 p/h	> \$20.01 p/h
Field Technicians				65
Field Apprentices - 4 & 5th year				10
Field Apprentices - 1-3 Year			13	

B. Total number of Covered Employees: 88

C. Number of Covered Employees who are Boston residents: 6

D. Number of Covered Employees who are minorities: 5

E. Number of Covered Employees who are women: 2

**Part 4: Covered Vendor's Past Efforts and Future Goals** *(Use additional sheets of paper if necessary in answering any of these questions):*

Describe your past efforts and future goals to hire low and moderate income Boston residents:

LAN-TEL is an IBEW Local 103 Union contractor and as such must draw its labor from the union pool in accordance with the collective bargaining contract. LAN-TEL will hire low and moderate income residents to the extent they are available in the Local 103 labor pool.

Describe your past efforts and future goals to train Covered Employees:

All of LAN-TEL's employees complete a 4-5 year apprenticeship training program and receive continuous on-the-job training.

Describe the potential for advancement and raises for Covered Employees:

Advancement and raises are dictated by the collective bargaining agreement and the ability of the individual employee.

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:

LAN-TEL will use employees from its existing work force for this contract.

**Part 5: Service Contracts:**

List all Service Subcontracts either awarded or that will be awarded to vendors with funds from the Service Contract:

<u>SUBCONTRACTOR</u>	<u>ADDRESS</u>	<u>AMOUNT OF SUBCONTRACT</u>
None		

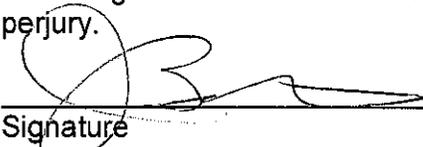
**NOTE:** Any Covered Vendor awarded a Service Contract must notify the Contracting Department within three (3) working days of signing a Service Subcontract with a Vendor.

**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 6:** The following statement must be completed and signed by an authorized owner, officer or manager of the Covered Vendor. The signature of an attorney representing the Covered Vendor is **not** sufficient:

I, (print or type) Joseph H. Bodio (Authorized Representative of the Covered Vendor) on behalf of (print or type) LAN-TEL Communications, Inc. (name of Covered Vendor) hereby state that the above-named, Covered Vendor is committed to pay all Covered Employees not less than the Living Wage, subject to adjustment each July 1, and to comply with the provisions of the Boston Jobs And Living Wage Ordinance.

I swear/affirm that the information which I am providing on behalf of Covered Vendor on this *Covered Vendor Agreement* is true and within my own personal knowledge. I understand that I am signing under the pains and penalties of perjury.

  
\_\_\_\_\_  
Signature

5/18/2017  
\_\_\_\_\_  
Date

President/CEO  
\_\_\_\_\_  
Position with Covered Vendor



**CITY OF BOSTON  
CONTRACT AWARD SUMMARY**

**CONTRACT ID:** 0000000000000000000043933

**Contract Details**

Contractor Legal Name: Lan-Tel Communications Inc.	Not To Exceed Amt: \$ 500,000.00
Contractor Address: 1400 Providence Highway, Building 3, Suite 3100 Norwood, MA 02062	Department Name: ASD - Purchasing Division Department Head: Kevin P. Coyne
Brief Description/Scope of Services: State Contract # FAC64: Security, Surveillance, Monitoring and Access Control Systems. The terms and conditions of which are incorporated herein.	
Procurement Type: StateCon	Optional Renewal Periods: 0 Year(s)
Contract Begin Date: May 16, 2017	Contract End Date: May 31, 2018
Reason for Submitting Late:	

**EVENT ID:** No solicitation

**Details**

Date of Advertisement: N/A	Bid Submission Deadline: N/A
# of Responsive Bids Received: N/A	# of Non-Responsive Bids Received: N/A
Awarded to the Lowest Responsible and Responsive Bidder? N/A	
Do you certify that the cost of this contract is reasonable? Yes	
Do you certify that the contractor is qualified to fulfill this contract? Yes	
The justification for using an unadvertised bidding event/contract is: State Contract # FAC64: Security, Surveillance, Monitoring and Access Control Systems	
The reason why the contract is exempt or not subject to Chapter 30B competitive solicitation requirements is: State Contract # FAC64: Security, Surveillance, Monitoring and Access Control Systems	

**Additional Information**



**CITY OF BOSTON  
STANDARD CONTRACT DOCUMENT**

Form CM10

**CONTRACT ID:** 0000000000000000000043933

**Parties**

Contractor Legal Name: Lan-Tel Communications Inc. (and d/b/a):	City Department Name: ASD - Purchasing Division
Contractor Address: 1400 Providence Highway, Building 3, Suite 3100 Norwood, MA 02062	City Department Head: Kevin P. Coyne City Mailing Address: 1 City Hall Square, Rm. 808 Boston, MA 02201
Contractor Vendor ID: 0000019146	City Billing Address: Auditing Department One City Hall Room M-4 Boston, MA 02201

**Contract Details**

Description/Scope of Services: (Attach supporting documentation)	
State Contract # FAC64: Security, Surveillance, Monitoring and Access Control Systems. The terms and conditions of which are incorporated herein.	
Procurement Type:	Contract Version: 0.00
Begin Date: May 16, 2017	End Date: May 31, 2018
Rate: (Attach details of all rates, units, and charges)	Not To Exceed Amt: \$ 500,000.00

**Contract Signatures**

AUDITING	VENDOR/CONTRACTOR	AWARDING AUTHORITY/OFFICIAL
APPROVED AS TO THE AVAILABILITY OF AN APPROPRIATION OR PURSUANT TO ARTICLE 12 OF THE GENERAL CONDITIONS	AGREES TO PROVIDE THE GOODS OR SERVICES AS INDICATED IN ACCORDANCE WITH THE ASSOCIATED CONTRACT DOCUMENTS	IT IS MY BELIEF THAT THERE IS LITTLE OR NO RISK OF DEFAULT OR UNSATISFACTORY PERFORMANCE BY THE VENDOR/CONTRACTOR
SIGNATURE	SIGNATURE	SIGNATURE
APPROVED APPROPRIATION IN THE AMOUNT OF: \$ 500,000.00		



**CITY OF BOSTON  
STANDARD CONTRACT GENERAL CONDITIONS**

Form CM11

**ARTICLE 1 -- DEFINITION OF TERMS:**

1.1 The following terms in these Contract Documents shall be construed as follows:

1.1.1 "City" shall mean the City of Boston, Massachusetts.

1.1.2 "Contract" and "Contract Documents" shall include, in the following hierarchy of document precedence, as applicable: the City's Standard Contract Document; these Standard Contract General Conditions; the Invitations for Bids, Requests for Proposals, or other solicitations; the Contractor's responses including Contractor Certifications and Applications, excluding any language stricken by City as unacceptable and including any negotiated statements of work contemplated by the solicitation; and Performance Bonds, which documents are incorporated herein by reference.

1.1.3 "Contractor" shall mean the individual, partnership, corporation or other entity to which this Contract is awarded.

1.1.4 "Official" shall mean the awarding authority/officer acting on behalf of the City in the execution of the Contract.

**ARTICLE 2 -- PERFORMANCE:**

2.1 The Contractor shall conform to all determinations and directions, in accordance with provisions of this Contract, of the Official concerning all questions which may arise relating to the performance of services under this Contract.

2.2 The Contractor shall, upon written request of the Official, remove from City premises and replace all individuals in the Contractor's employ whom the Official determines to be disorderly, careless or incompetent or to be employed in violation of the terms of this Contract.

2.3 City is entitled to ownership and possession of all deliverables purchased or developed with Contract funds. All work papers, reports, questionnaires and other written materials prepared or collected by the Contractor in the course of completing the work to be performed under this Contract shall at all times be the exclusive property of the City. The Contractor shall not use such materials for any purposes other than the purpose of this Contract without the prior written consent of the Official. All Contractor proprietary rights shall be detailed in the Contract Documents.

2.4 Prior to beginning performance under this Contract, Contractor must receive a Purchase Order from City.

**ARTICLE 3 -- ACCEPTANCE OF GOODS OR SERVICES:**

3.1 Performance under this Contract shall include services rendered, obligations due, costs incurred, goods and deliverables provided and accepted by City. The City shall have a reasonable opportunity to inspect all goods and deliverables, services performed by, and work product of the Contractor, and accept or reject such goods, deliverables, services, or work product.

**ARTICLE 4 -- TIME:**

4.1 It is understood and agreed that Contractor's performance shall be timely and meet or exceed industry standards for the performance required.

**ARTICLE 5 -- COMPENSATION:**

5.1 The Contractor may, in the absence of a payment schedule, periodically submit to the Official invoices, itemizing goods, services, labor and expenses for which compensation is due and requesting payment for goods received or services rendered by the Contractor during the period covered by the invoice.

5.2 Thereupon the Official shall estimate the value of goods or services accepted by the City in accordance with the specific terms and conditions of a Contract, and City shall pay to the Contractor such amount less sums retained under the provisions of Article 8 of these General Conditions.

5.3 The City shall pay in full and complete compensation for goods received and accepted and services performed and accepted under this Contract in an amount not to exceed the amount shown on the face of this Contract paid in accordance with the rate indicated or in accordance with a prescribed schedule. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the City from all claims, liabilities or other obligations relating to the performance of a Contract.

5.4 In the event that this Contract provides for reimbursement by the City to the Contractor for travel or other expenses, the Contractor shall submit such proposed expenses to the Official for approval prior to the incurrence of such expenses, unless the Contract specifically provides otherwise, and all travel reimbursement shall be consistent with the City's Travel Policies and Procedures.

5.5 The Contractor shall furnish such information, estimate or vouchers relating to the goods or services or to documentation of labor or expenses as may be requested by the Official.

**ARTICLE 6 -- RELATIONSHIP WITH THE CITY:**

6.1 The Contractor is retained solely for the purposes of and to the extent set forth in this Contract. Contractor's relationship to the City during the term of this Contract shall be that of an independent Contractor. The Contractor shall

have no capacity to involve the City in any contract nor to incur any liability on the part of the City. The Contractor, its agents or employees shall not be considered as having the status or pension rights of an employee; provided that the Contractor shall be considered an employee for the purpose of General Laws c. 268A (the Conflict of Interest Law). The City shall not be liable for any personal injury to or death of the Contractor, its agents or employees.

6.2 Unless all the terms and conditions for the delivery or provision of goods or services by the Contractor to the City specified by this Contract are expressly set forth in a writing incorporated herein by reference, such delivery of goods or services shall require written approval of or direction by the Official prior to the incurrence of any liability by the City. The City has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract.

6.3 All alterations or additions, material or otherwise, to the terms and conditions of this Contract must be in writing and signed by the Official and Contractor and filed with the City Auditor. The City's Standard Contract Document and Standard Contract General Conditions shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, including contract forms, purchase orders, or invoices of the Contractor.

6.4 Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

#### ARTICLE 7 -- ASSUMPTION OF LOSS AND LIABILITY:

7.1 The Contractor shall pay and be exclusively responsible for all debts for labor and material contracted for by Contractor for the rental of any appliance or equipment hired by Contractor and/or for any expense incurred on account of services to be performed under this Contract.

7.2 The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all goods and deliverables, until possession, ownership and full legal title to the goods and deliverables are transferred to and accepted by the City.

7.3 To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless, and assume the defense of the City, its officers, agents or employees, with counsel acceptable to City, which acceptance shall not be unreasonably withheld, from all liabilities, suits, claims, losses, and costs or any other damages against them or any of them arising from any act or omission of the Contractor, its agents, officers, employees, or subcontractors in any way connected with performance under this Contract.

#### ARTICLE 8 - REMEDIES OF THE CITY:

8.1 If the Contractor provides goods and/or services that do not comply with Contract specifications and requirements as reasonably determined by the Official, the Official may request that the Contractor refurnish services or provide substitute goods at no additional cost to the City until approved by the Official. If the Contractor shall fail to provide satisfactory goods or services, the Official, in the alternative, may make any reasonable purchase or Contract to purchase goods or services in substitution for those due from the Contractor. The City may deduct the cost of any substitute Contract or nonperformance of services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor. The City otherwise retains all rights and remedies at law or in equity.

8.2 If the damages sustained by the City as determined by the Official exceed sums due or to become due, the Contractor shall pay the difference to the City upon demand.

8.3 The Contractor shall not be liable for any damages sustained by the City due to the Contractor's failure to furnish goods or services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including but not necessarily limited to a state of war, act of enemies, embargoes, expropriation or labor strike or any unanticipated federal, state, or municipal governmental regulation or order, provided that the Contractor has notified the Official in writing of such cause as soon as practicable.

8.4 The City may terminate this Contract for cause if the Contractor has breached any material term or condition and has not corrected the breach within a reasonable period of time after written notice from the City identifying the breach. This Contract may be terminated at any time for the convenience of the City at the option of the Official by delivering or mailing to the Contractor at the Contractor's business address a written notice of termination setting forth the date, not less than seven (7) days after the date of such delivery or mailing, when such termination shall be effective. In the event of such termination for convenience, the Contractor shall be compensated for services rendered to the effective date of said termination in accordance with the rates of compensation specified in this Contract. The parties agree that if City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

#### ARTICLE 9 -- REMEDIES OF CONTRACTOR:

9.1 If damages, other than loss on nonconforming services or on services not performed, are actually sustained by the Contractor due to any act or material omission for which the City is legally responsible, the City may allow a sum equal to

the amount of such damages sustained by the Contractor as determined by the Official in writing, provided the Contractor shall have delivered to the Official a detailed written statement of such damages and cause thereof within thirty (30) days after the act or material omission by the City.

#### ARTICLE 10 - PROHIBITION AGAINST ASSIGNMENT:

10.1 The Contractor shall not assign, delegate, subcontract or in any way transfer any interest in this Contract without prior written consent of the Official.

#### ARTICLE 11 - COMPLIANCE WITH LAWS AND PUBLIC POLICY:

11.1 This Contract is made subject to all laws of the Commonwealth of Massachusetts. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

11.2 The Contractor shall provide, at its sole expense, all necessary licenses, permits or other authorizations required by the City, the Commonwealth of Massachusetts or any other governmental agency with proper jurisdiction.

11.3 The Contractor shall where applicable take out and maintain during the term of this Contract such Worker's Compensation insurance as may be reasonably necessary to protect the Contractor from claims under General Laws c. 152 (the Worker's Compensation Law). The Contractor shall at all times maintain professional, liability, and other appropriate insurance as required by the solicitation or as otherwise required by City, but in no event less than the amount and type of insurance coverage sufficient to cover the performance.

11.4 The Contractor agrees and shall require any subcontractor to agree not to discriminate in connection with the performance of work under the Contract against any employee or applicant for employment because of sex, race, color, sexual orientation, gender identity or expression, marital status, parental status, ex-offender status, prior psychiatric treatment, military status, religious creed, disability, national origin, ancestry, source of income, or age, unless based upon a legally permissible and bona fide occupational qualification. The Contractor agrees and shall require any subcontractor to agree to post in conspicuous places notices to be provided by the Massachusetts Commission Against Discrimination, setting forth provisions of the Fair Employment Practice Law of the Commonwealth.

11.5 The Contractor's attention is called to General Laws c. 268A (the Conflict of Interest Law). The Contractor shall not act in collusion with any City officer, agent, or employee, nor shall the Contractor make gifts regarding this Contract or any other matter in which the City has a direct and substantial interest.

11.6 The Contractor shall keep himself fully informed of all City Ordinances and Regulations, and State and Federal laws, which in any manner affect the work herein specified. The Contractor shall at all times observe and comply with said ordinances, regulations or laws, and shall defend, hold harmless, and indemnify the City, its officers, agents and employees against any claim or liability arising from or based on the violations of such ordinances, regulations or laws, caused by the negligent actions or omissions of the Contractor, its agents, or employees.

11.7 In furtherance of the Mayor's Executive Order "Minority and Women Business Enterprise Development" dated December 31, 1987 and the Ordinance entitled "Promoting Minority and Women Owned Business Enterprises in the City of Boston" (Ordinances of 1987, Chapter 14, as amended), it is understood and agreed by the Contractor, and the Contractor by the execution of this Contract so certifies, as follows: (1) That the Contractor shall actively solicit bids for the subcontracting of goods and services from certified minority and women businesses; (2) That in reviewing substantially equal proposals the Contractor shall give additional consideration to the award of subcontracts to certified minority and women bidders.

11.8 The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the U.S. government, the Commonwealth of Massachusetts, or any of its subdivisions.

11.9 The Contractor certifies that neither it nor any of its subcontractors have been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. 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.

#### ARTICLE 12 -- AVAILABLE APPROPRIATION:

12.1 This Contract and payments hereunder are subject to the availability of an appropriation therefor. Any oral or written representations, commitments, or assurances made by the Official or any other City representatives are not binding. Contractors should verify funding prior to beginning performance.

12.2 If the Contract is funded under a grant with the Federal Government, it is being executed without further appropriation pursuant to General Laws c. 44, s.53A.

12.3 When the amount of the City Auditor's certification of available funds is less than the face amount of the Contract, the

City shall not be liable for any claims or requests for payment by the Contractor which would cause total claims or payments under this Contract to exceed the amount so certified.

12.4 Unless otherwise expressly provided in a writing incorporated herein by reference, the amount certified by the City Auditor as available funds under this Contract may be increased or decreased by the Official with the written approval of such change by the City Auditor. In the event of any decrease in the amount certified, the Contractor shall be compensated for services rendered to the effective date of such reduction, in accordance with the rates of compensation specified in this Contract.

**ARTICLE 13 -- RELEASE OF CITY ON FINAL PAYMENT:**

13.1 Acceptance by the Contractor of payment from the City for final services under this Contract shall be deemed to release forever the City from all claims and liabilities, except those which the Contractor notifies the Official in writing within six (6) months after such payment.

**ARTICLE 14 -- PUBLIC RECORDS AND ACCESS:**

14.1 The Contractor shall provide full access to records related to performance and compliance to the City for seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

**ARTICLE 15 -- STATE TAXATION CERTIFICATION:**

15.1 Pursuant to M.G.L. c. 62C, s. 49A, the Contractor certifies under penalties of perjury, that to the best of Contractor's knowledge and belief, Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support. (NOTE: The Taxpayer Identification Number will be furnished to the Massachusetts Department of Revenue to determine compliance with the above-referenced law).

**ARTICLE 16 -- MONIES OWED TO THE CITY:**

16.1 Pursuant to M.G.L. c. 60, s. 93, the Contractor agrees that the Collector/Treasurer of the City of Boston may withhold from amounts owing and payable to the Contractor under this Contract any sums owed to any department or agency of the City of Boston which remain wholly or partially unpaid. This shall include but not be limited to unpaid taxes and assessments, police details, and any other fees and charges until such sums owed have been paid in full, and the Collector/Treasurer may apply any amount owing and payable to the Contractor to satisfy any monies owed to the City.

**ARTICLE 17 -- BID COLLUSION:**

17.1 The Contractor certifies under penalties of perjury that his/her bid or proposal has been made and submitted in good faith and without collusion, fraud, or unfair trade practice with any other person. As used in this article, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals. Any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

**ARTICLE 18 -- FORUM AND CHOICE OF LAW:**

18.1 Any actions arising out of this Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Boston, Massachusetts which shall have exclusive jurisdiction thereof.

**CERTIFICATE OF AUTHORITY**  
(For Corporations Only)

09/07/2017  
(Current Date)

At a meeting of the Directors of the LAN-TEL Communications, Inc.  
(Name of Corporation)  
duly called and held at 1400 Providence Highway, Suite 3100, Norwood, MA 02062  
(Location of Meeting)  
on the 6 day of September 2017 at which a quorum was present and acting,  
it was VOTED, that Joseph H. Bodio  
(Name)  
the President/CEO of this corporation is hereby  
(Position)  
authorized and empowered to make, enter into, sign, seal and deliver in behalf of this corporation  
a contract for State Contract #FAC64  
(Describe Service)

with the City of Boston, and a performance bond in connection with said contract.

I do hereby certify that the above is a true and correct copy of the record that said vote  
has not been amended or repealed and is in full force and effect as of this date, and that

Joseph H. Bodio  
(Name)  
is the duly elected President/CEO of this  
(Position)  
corporation.

Attest:

(Affix Corporate Seal Here)

Kate Waldron  
(Clerk) (Secretary) of the Corporation



**CITY OF BOSTON  
STANDARD CONTRACT AMENDMENT**

**CONTRACT ID:** 0000000000000000000043933

**Original Contract Details**

Contractor Legal Name: Lan-Tel Communications Inc. Contractor Vendor ID: 0000019146	City Department Name: ASD - Purchasing Division City Department Head: Kevin P. Coyne
Description/Scope of Services: State Contract # FAC64: Security, Surveillance, Monitoring and Access Control Systems. The terms and conditions of which are incorporated herein.	
Begin Date: May 16, 2017	Procurement Type:

**Amendment Details**

Amendment Number: 1	Amendment Version: 0.02
Reason for Amendment: Additional supplies needed.	
New Not To Exceed Amt: \$ 1,000,000.00	Previous Not To Exceed Amt: \$ 500,000.00
New End Date: May 31, 2018	Previous End Date: May 31, 2018
Scope of Services Changes: No service changes.	
<b>Unit prices remain the same or less. All other terms &amp; conditions of the contract shall remain in full force and effect.</b>	

**Contract Signatures**

AUDITING	VENDOR/CONTRACTOR	AWARDING AUTHORITY/OFFICIAL
APPROVED AS TO THE AVAILABILITY OF AN APPROPRIATION OR PURSUANT TO ARTICLE 12 OF THE GENERAL CONDITIONS	AGREES TO PROVIDE THE GOODS OR SERVICES AS INDICATED IN ACCORDANCE WITH THE ASSOCIATED CONTRACT DOCUMENTS	THIS AMENDMENT IS NECESSARY TO FULFILL THE CITY'S NEEDS AND IS MORE ECONOMICAL AND PRACTICAL THAN AWARDED ANOTHER CONTRACT
SIGNATURE	SIGNATURE	SIGNATURE
APPROVED APPROPRIATION IN THE AMOUNT OF: \$ 500,000.00		



**CITY OF BOSTON  
CONTRACT AWARD SUMMARY**

**CONTRACT ID:** 0000000000000000000043933

**Contract Details**

Contractor Legal Name: Lan-Tel Communications Inc.	Not To Exceed Amt: \$ 500,000.00
Contractor Address: 1400 Providence Highway, Building 3, Suite 3100 Norwood, MA 02062	Department Name: ASD - Purchasing Division Department Head: Kevin P. Coyne
Brief Description/Scope of Services: State Contract # FAC64: Security, Surveillance, Monitoring and Access Control Systems. The terms and conditions of which are incorporated herein.	
Procurement Type: StateCon	Optional Renewal Periods: 0 Year(s)
Contract Begin Date: May 16, 2017	Contract End Date: May 31, 2018
Reason for Submitting Late:	

**EVENT ID:** No solicitation

**Details**

Date of Advertisement: N/A	Bid Submission Deadline: N/A
# of Responsive Bids Received: N/A	# of Non-Responsive Bids Received: N/A
Awarded to the Lowest Responsible and Responsive Bidder? N/A	
Do you certify that the cost of this contract is reasonable? Yes	
Do you certify that the contractor is qualified to fulfill this contract? Yes	
The justification for using an unadvertised bidding event/contract is: State Contract # FAC64: Security, Surveillance, Monitoring and Access Control Systems	
The reason why the contract is exempt or not subject to Chapter 30B competitive solicitation requirements is: State Contract # FAC64: Security, Surveillance, Monitoring and Access Control Systems	

**Additional Information**



**CITY OF BOSTON  
STANDARD CONTRACT DOCUMENT**

Form CM10

**CONTRACT ID:** 0000000000000000000043933

**Parties**

Contractor Legal Name: Lan-Tel Communications Inc.  (and d/b/a):	City Department Name: ASD - Purchasing Division
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Contractor Vendor ID: 0000019146	City Billing Address: Auditing Department One City Hall Room M-4 Boston, MA 02201

**Contract Details**

Description/Scope of Services: (Attach supporting documentation)	
State Contract # FAC64: Security, Surveillance, Monitoring and Access Control Systems. The terms and conditions of which are incorporated herein.	
Procurement Type:	Contract Version: 0.00
Begin Date: May 16, 2017	End Date: May 31, 2018
Rate: (Attach details of all rates, units, and charges)	Not To Exceed Amt: \$ 500,000.00

**Contract Signatures**

AUDITING	VENDOR/CONTRACTOR	AWARDING AUTHORITY/OFFICIAL
APPROVED AS TO THE AVAILABILITY OF AN APPROPRIATION OR PURSUANT TO ARTICLE 12 OF THE GENERAL CONDITIONS	AGREES TO PROVIDE THE GOODS OR SERVICES AS INDICATED IN ACCORDANCE WITH THE ASSOCIATED CONTRACT DOCUMENTS	IT IS MY BELIEF THAT THERE IS LITTLE OR NO RISK OF DEFAULT OR UNSATISFACTORY PERFORMANCE BY THE VENDOR/CONTRACTOR
SIGNATURE	SIGNATURE	SIGNATURE
APPROVED APPROPRIATION IN THE AMOUNT OF:  \$ 500,000.00		



**CITY OF BOSTON  
STANDARD CONTRACT GENERAL CONDITIONS**

Form CM11

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2.1 The Contractor shall conform to all determinations and directions, in accordance with provisions of this Contract, of the Official concerning all questions which may arise relating to the performance of services under this Contract.

2.2 The Contractor shall, upon written request of the Official, remove from City premises and replace all individuals in the Contractor's employ whom the Official determines to be disorderly, careless or incompetent or to be employed in violation of the terms of this Contract.

2.3 City is entitled to ownership and possession of all deliverables purchased or developed with Contract funds. All work papers, reports, questionnaires and other written materials prepared or collected by the Contractor in the course of completing the work to be performed under this Contract shall at all times be the exclusive property of the City. The Contractor shall not use such materials for any purposes other than the purpose of this Contract without the prior written consent of the Official. All Contractor proprietary rights shall be detailed in the Contract Documents.

2.4 Prior to beginning performance under this Contract, Contractor must receive a Purchase Order from City.

**ARTICLE 3 -- ACCEPTANCE OF GOODS OR SERVICES:**

3.1 Performance under this Contract shall include services rendered, obligations due, costs incurred, goods and deliverables provided and accepted by City. The City shall have a reasonable opportunity to inspect all goods and deliverables, services performed by, and work product of the Contractor, and accept or reject such goods, deliverables, services, or work product.

**ARTICLE 4 -- TIME:**

4.1 It is understood and agreed that Contractor's performance shall be timely and meet or exceed industry standards for the performance required.

**ARTICLE 5 -- COMPENSATION:**

5.1 The Contractor may, in the absence of a payment schedule, periodically submit to the Official invoices, itemizing goods, services, labor and expenses for which compensation is due and requesting payment for goods received or services rendered by the Contractor during the period covered by the invoice.

5.2 Thereupon the Official shall estimate the value of goods or services accepted by the City in accordance with the specific terms and conditions of a Contract, and City shall pay to the Contractor such amount less sums retained under the provisions of Article 8 of these General Conditions.

5.3 The City shall pay in full and complete compensation for goods received and accepted and services performed and accepted under this Contract in an amount not to exceed the amount shown on the face of this Contract paid in accordance with the rate indicated or in accordance with a prescribed schedule. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the City from all claims, liabilities or other obligations relating to the performance of a Contract.

5.4 In the event that this Contract provides for reimbursement by the City to the Contractor for travel or other expenses, the Contractor shall submit such proposed expenses to the Official for approval prior to the incurrence of such expenses, unless the Contract specifically provides otherwise, and all travel reimbursement shall be consistent with the City's Travel Policies and Procedures.

5.5 The Contractor shall furnish such information, estimate or vouchers relating to the goods or services or to documentation of labor or expenses as may be requested by the Official.

**ARTICLE 6 -- RELATIONSHIP WITH THE CITY:**

6.1 The Contractor is retained solely for the purposes of and to the extent set forth in this Contract. Contractor's relationship to the City during the term of this Contract shall be that of an independent Contractor. The Contractor shall

have no capacity to involve the City in any contract nor to incur any liability on the part of the City. The Contractor, its agents or employees shall not be considered as having the status or pension rights of an employee; provided that the Contractor shall be considered an employee for the purpose of General Laws c. 268A (the Conflict of Interest Law). The City shall not be liable for any personal injury to or death of the Contractor, its agents or employees.

6.2 Unless all the terms and conditions for the delivery or provision of goods or services by the Contractor to the City specified by this Contract are expressly set forth in a writing incorporated herein by reference, such delivery of goods or services shall require written approval of or direction by the Official prior to the incurrence of any liability by the City. The City has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract.

6.3 All alterations or additions, material or otherwise, to the terms and conditions of this Contract must be in writing and signed by the Official and Contractor and filed with the City Auditor. The City's Standard Contract Document and Standard Contract General Conditions shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, including contract forms, purchase orders, or invoices of the Contractor.

6.4 Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

#### ARTICLE 7 -- ASSUMPTION OF LOSS AND LIABILITY:

7.1 The Contractor shall pay and be exclusively responsible for all debts for labor and material contracted for by Contractor for the rental of any appliance or equipment hired by Contractor and/or for any expense incurred on account of services to be performed under this Contract.

7.2 The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all goods and deliverables, until possession, ownership and full legal title to the goods and deliverables are transferred to and accepted by the City.

7.3 To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless, and assume the defense of the City, its officers, agents or employees, with counsel acceptable to City, which acceptance shall not be unreasonably withheld, from all liabilities, suits, claims, losses, and costs or any other damages against them or any of them arising from any act or omission of the Contractor, its agents, officers, employees, or subcontractors in any way connected with performance under this Contract.

#### ARTICLE 8 - REMEDIES OF THE CITY:

8.1 If the Contractor provides goods and/or services that do not comply with Contract specifications and requirements as reasonably determined by the Official, the Official may request that the Contractor refurnish services or provide substitute goods at no additional cost to the City until approved by the Official. If the Contractor shall fail to provide satisfactory goods or services, the Official, in the alternative, may make any reasonable purchase or Contract to purchase goods or services in substitution for those due from the Contractor. The City may deduct the cost of any substitute Contract or nonperformance of services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor. The City otherwise retains all rights and remedies at law or in equity.

8.2 If the damages sustained by the City as determined by the Official exceed sums due or to become due, the Contractor shall pay the difference to the City upon demand.

8.3 The Contractor shall not be liable for any damages sustained by the City due to the Contractor's failure to furnish goods or services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including but not necessarily limited to a state of war, act of enemies, embargoes, expropriation or labor strike or any unanticipated federal, state, or municipal governmental regulation or order, provided that the Contractor has notified the Official in writing of such cause as soon as practicable.

8.4 The City may terminate this Contract for cause if the Contractor has breached any material term or condition and has not corrected the breach within a reasonable period of time after written notice from the City identifying the breach. This Contract may be terminated at any time for the convenience of the City at the option of the Official by delivering or mailing to the Contractor at the Contractor's business address a written notice of termination setting forth the date, not less than seven (7) days after the date of such delivery or mailing, when such termination shall be effective. In the event of such termination for convenience, the Contractor shall be compensated for services rendered to the effective date of said termination in accordance with the rates of compensation specified in this Contract. The parties agree that if City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

#### ARTICLE 9 -- REMEDIES OF CONTRACTOR:

9.1 If damages, other than loss on nonconforming services or on services not performed, are actually sustained by the Contractor due to any act or material omission for which the City is legally responsible, the City may allow a sum equal to

the amount of such damages sustained by the Contractor as determined by the Official in writing, provided the Contractor shall have delivered to the Official a detailed written statement of such damages and cause thereof within thirty (30) days after the act or material omission by the City.

#### ARTICLE 10 - PROHIBITION AGAINST ASSIGNMENT:

10.1 The Contractor shall not assign, delegate, subcontract or in any way transfer any interest in this Contract without prior written consent of the Official.

#### ARTICLE 11 - COMPLIANCE WITH LAWS AND PUBLIC POLICY:

11.1 This Contract is made subject to all laws of the Commonwealth of Massachusetts. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

11.2 The Contractor shall provide, at its sole expense, all necessary licenses, permits or other authorizations required by the City, the Commonwealth of Massachusetts or any other governmental agency with proper jurisdiction.

11.3 The Contractor shall where applicable take out and maintain during the term of this Contract such Worker's Compensation insurance as may be reasonably necessary to protect the Contractor from claims under General Laws c. 152 (the Worker's Compensation Law). The Contractor shall at all times maintain professional, liability, and other appropriate insurance as required by the solicitation or as otherwise required by City, but in no event less than the amount and type of insurance coverage sufficient to cover the performance.

11.4 The Contractor agrees and shall require any subcontractor to agree not to discriminate in connection with the performance of work under the Contract against any employee or applicant for employment because of sex, race, color, sexual orientation, gender identity or expression, marital status, parental status, ex-offender status, prior psychiatric treatment, military status, religious creed, disability, national origin, ancestry, source of income, or age, unless based upon a legally permissible and bona fide occupational qualification. The Contractor agrees and shall require any subcontractor to agree to post in conspicuous places notices to be provided by the Massachusetts Commission Against Discrimination, setting forth provisions of the Fair Employment Practice Law of the Commonwealth.

11.5 The Contractor's attention is called to General Laws c. 268A (the Conflict of Interest Law). The Contractor shall not act in collusion with any City officer, agent, or employee, nor shall the Contractor make gifts regarding this Contract or any other matter in which the City has a direct and substantial interest.

11.6 The Contractor shall keep himself fully informed of all City Ordinances and Regulations, and State and Federal laws, which in any manner affect the work herein specified. The Contractor shall at all times observe and comply with said ordinances, regulations or laws, and shall defend, hold harmless, and indemnify the City, its officers, agents and employees against any claim or liability arising from or based on the violations of such ordinances, regulations or laws, caused by the negligent actions or omissions of the Contractor, its agents, or employees.

11.7 In furtherance of the Mayor's Executive Order "Minority and Women Business Enterprise Development" dated December 31, 1987 and the Ordinance entitled "Promoting Minority and Women Owned Business Enterprises in the City of Boston" (Ordinances of 1987, Chapter 14, as amended), it is understood and agreed by the Contractor, and the Contractor by the execution of this Contract so certifies, as follows: (1) That the Contractor shall actively solicit bids for the subcontracting of goods and services from certified minority and women businesses; (2) That in reviewing substantially equal proposals the Contractor shall give additional consideration to the award of subcontracts to certified minority and women bidders.

11.8 The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the U.S. government, the Commonwealth of Massachusetts, or any of its subdivisions.

11.9 The Contractor certifies that neither it nor any of its subcontractors have been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. 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.

#### ARTICLE 12 -- AVAILABLE APPROPRIATION:

12.1 This Contract and payments hereunder are subject to the availability of an appropriation therefor. Any oral or written representations, commitments, or assurances made by the Official or any other City representatives are not binding. Contractors should verify funding prior to beginning performance.

12.2 If the Contract is funded under a grant with the Federal Government, it is being executed without further appropriation pursuant to General Laws c. 44, s.53A.

12.3 When the amount of the City Auditor's certification of available funds is less than the face amount of the Contract, the

City shall not be liable for any claims or requests for payment by the Contractor which would cause total claims or payments under this Contract to exceed the amount so certified.

12.4 Unless otherwise expressly provided in a writing incorporated herein by reference, the amount certified by the City Auditor as available funds under this Contract may be increased or decreased by the Official with the written approval of such change by the City Auditor. In the event of any decrease in the amount certified, the Contractor shall be compensated for services rendered to the effective date of such reduction, in accordance with the rates of compensation specified in this Contract.

**ARTICLE 13 -- RELEASE OF CITY ON FINAL PAYMENT:**

13.1 Acceptance by the Contractor of payment from the City for final services under this Contract shall be deemed to release forever the City from all claims and liabilities, except those which the Contractor notifies the Official in writing within six (6) months after such payment.

**ARTICLE 14 -- PUBLIC RECORDS AND ACCESS:**

14.1 The Contractor shall provide full access to records related to performance and compliance to the City for seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

**ARTICLE 15 -- STATE TAXATION CERTIFICATION:**

15.1 Pursuant to M.G.L. c. 62C, s. 49A, the Contractor certifies under penalties of perjury, that to the best of Contractor's knowledge and belief, Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support. (NOTE: The Taxpayer Identification Number will be furnished to the Massachusetts Department of Revenue to determine compliance with the above-referenced law).

**ARTICLE 16 -- MONIES OWED TO THE CITY:**

16.1 Pursuant to M.G.L. c. 60, s. 93, the Contractor agrees that the Collector/Treasurer of the City of Boston may withhold from amounts owing and payable to the Contractor under this Contract any sums owed to any department or agency of the City of Boston which remain wholly or partially unpaid. This shall include but not be limited to unpaid taxes and assessments, police details, and any other fees and charges until such sums owed have been paid in full, and the Collector/Treasurer may apply any amount owing and payable to the Contractor to satisfy any monies owed to the City.

**ARTICLE 17 -- BID COLLUSION:**

17.1 The Contractor certifies under penalties of perjury that his/her bid or proposal has been made and submitted in good faith and without collusion, fraud, or unfair trade practice with any other person. As used in this article, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals. Any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

**ARTICLE 18 -- FORUM AND CHOICE OF LAW:**

18.1 Any actions arising out of this Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Boston, Massachusetts which shall have exclusive jurisdiction thereof.

## How to Use the FAC64 Security, Surveillance, Monitoring and Access Control Systems Statewide Contract

<b>Contract #:</b> FAC64	<b>Contract Duration:</b> 06/01/2013 – 5/31/2018
<b>MMARS #:</b> FAC64*	<b>Options to Renew:</b> One option for 2-year renewal
<b>Contract Manager:</b>	Stephen Lyons – 617-720-3373 <a href="mailto:steve.lyons@state.ma.us">steve.lyons@state.ma.us</a>
<b>This contract contains:</b>	Small Business Purchasing Program (SBPP), Prompt Payment Discounts (PPD), and Supplier Diversity Office (SDO) Contractors
<b>UNSPSC:</b>	46-17-00
<b>Last change date:</b>	<b>May 12, 2017</b>

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## Contract Summary

This contract covers the acquisition of Security Systems and Related Services to include, but not limited to, Video, Access Control, Integrated Video Management, Visitor Management, Locks, Alarms, Monitoring Services/Systems, Catalog Sales, Service, and Maintenance. There are three categories and one subcategory available:

Category	Category Name
1	Catalog Sales
2	Security Equipment, Systems, and Related Services
2A	Security Monitoring Services
3	Locks, Accessories, and Related Equipment

## Who Can Use This Contract?

**Applicable Procurement Law:** MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00

### Eligible Entities:

1. Cities, towns, districts, counties, and other political subdivisions;
2. Executive, Legislative, and Judicial branches, including all Departments and elected offices therein;
3. Independent public authorities, commissions, and quasi-public agencies;
4. Local public libraries, public school districts, and charter schools;
5. Public Hospitals owned by the Commonwealth;
6. Public institutions of high education;
7. Public purchasing cooperatives;
8. Non-profit, UFR-certified organizations that are doing business with the Commonwealth;
9. Other States and Territories with no prior approval by the State Purchasing Agent required; and
10. Other entities when designated in writing by the State Purchasing Agent.

## Benefits and Cost Savings

- Competitive hourly wage rates
- Competitive discounts on equipment
- Prompt Payment Discounts
- Multiple Contractors in each category to allow additional savings through quoting



## Compliance with Construction Law

Eligible Entities should consult their legal counsel for assistance determining whether installation work includes construction as defined by M.G.L. c.149 or M.G.L. c.30, §39M.

If installation of the system is deemed to include construction, the construction work done under this contract is limited to \$50,000 or less.

## MGL Title XXI, Chapter 149, Section 27D

### Section 27D: "Construction" and "constructed" defined

Section 27D. Wherever used in sections twenty-six to twenty-seven C, inclusive, the words "construction" and "constructed" as applied to public buildings and public works shall include additions to and alterations of public works, the installation of resilient flooring in, and the painting of, public buildings and public works; certain work done preliminary to the construction of public works, namely, soil explorations, test borings and demolition of structures incidental to site clearance and right of way clearance; and the demolition of any building or other structure ordered by a public authority for the preservation of public health or public safety.

<https://malegislature.gov/Laws/GeneralLaws/PartI/TitleXXI/Chapter149/Section27D>

## Prevailing Wage

All work under Category 2 is subject to prevailing wage and work under Category 3 may or may not be subject to prevailing wage pursuant to M.G.L. c. 149, depending on the nature of the work. Eligible Entities that utilize this contract will be considered the "awarding authority". Eligible Entities must provide Contractors a copy of the current prevailing wage rates at the time of quote request. The awarding authority has the legal obligation to request a prevailing wage schedule from the Department of Labor Standards (DLS) at <http://www.mass.gov/lwd/labor-standards/prevailing-wage-program/> or by calling the DLS Prevailing Wage Program at 617-626-6975.

Contractors are responsible for complying with the Prevailing Wage law. The maximum rates at which Contractors may invoice for labor are specified in the cost tables attached to each Contractor's MBPO in COMMBUYS.

## Prevailing Wage Schedules

**Eligible Entities are responsible for requesting the latest prevailing wage schedule from the Department of Labor Standards (DLS).** Contractors are **not** responsible for supplying a prevailing wage schedule and are **not** authorized to request the prevailing wage schedule on behalf of the Eligible Entity.

To begin your request for a prevailing wage schedule, or to learn more information about the prevailing wage, visit the DLS website: <http://www.mass.gov/lwd/labor-standards/prevailing-wage-program/>



## Pricing

### Equipment, Materials and Supplies

Pricing is based on a discount percentage off the current catalog/price list. The Commonwealth and Eligible Entities reserve the right to request a copy of the catalog or price list at any time. Contractors must post the current catalog/price list on their website dedicated to FAC64. The Discount percentage will be firm through the initial term of the contract. However, Contractors may increase the discount offered at any time by contacting the OSD Contract Manager. Additionally, Contractors may offer additional discounts to Eligible Entities on a case-by-case basis.

### Price Files/Discount Rates

Price files are posted as attachments to each Contractor's Master Blanket Purchase Order (MBPO) on COMMBUYS. To view each Contractor's MBPO please follow the instructions for "[How to find FAC64 MBPOs in COMMBUYS](#)" on page 6 in this user guide. Additionally you may review the [Contractor Table](#) on pages 13 and 14 which has direct links to the public view of each Contractor's MBPO. "Public view" means you may access the MBPO without being logged into COMMBUYS. Contractor price files may be downloaded from the public view or from being logged into COMMBUYS.

### Labor Rates

Contractors have provided hourly rates for non-prevailing wage positions and mark-ups over prevailing wage for prevailing wage positions. Mark-ups over prevailing wage are **ceiling mark-ups** and hourly rates are **ceiling rates**; both will remain firm for the initial term of the contract. Contractors may decrease mark-ups or hourly rates at any time by contacting the OSD Contract Manager. Additionally, Contractors may offer discounted rates to Eligible Entities on a case-by-case basis.

**Note regarding locksmith work under Category 3:** Per the Massachusetts Department of Labor Standards, when covered by the prevailing wage, locksmith work falls under the carpenter rate.

### Referencing the Statewide Contract

In order to ensure that you receive all the benefits and savings associated with the statewide contract, **BUYERS SHOULD ALWAYS REFERENCE THE STATEWIDE CONTRACT AND DOCUMENT NUMBER FAC64** when opening an account and placing an order with a Contractor.



## Quoting

Please review the [Example Quoting Scenarios](#) on the next page.

### Multiple Quotes for Construction

Eligible Entities must solicit quotes from at least three (3) Contractors for any work that will involve construction. The minimum requirement is that Eligible Entities *contact* at least three (3) Contractors for quotes; you are not required to receive responses from all three (3) contacted Contractors. Please note specific requirements that apply, depending upon the scope of your bid, below.

**When construction or construction-related services are less than \$10,000:**

Buyer may select a Contractor based on sound business practices/best value.

**When construction or construction-related services are between \$10,000 and \$50,000:**

Buyer must receive two (2) written responses and must award to *lowest* responsible bidder.

**Tip:** Buyers should request that Contractors itemize their quotes so that the construction and/or construction-related services are isolated and easily identifiable.

### Quotes NOT Including Construction

Buyer may select Contractor based on sound business practices/best value.

### Labor vs. Parts and Material

When conducting quotes for a project that will involve construction/construction-related labor (Category 2 and sometimes Category 3) the parts and materials costs **do not** count against your \$10,000 or \$50,000 thresholds. Only the labor costs are counted against the thresholds.

### Quotes for Catalog Sales in Category 1 or Category 3

Eligible Entities may review the price files for Contractors in Category 1 to determine the net cost of the equipment they are interested in. Checking a Contractor's price file will constitute as a quote for Category 1. Eligible Entities may also review price files for Category 3 when purchasing products/material only (no installation/construction service involved).

Many times Contractors are willing to offer additional discounts, so checking with each Contractor directly is strongly encouraged.



## Example Quoting Scenarios [FAC64 category in brackets]

### Example 1 – Catalog Sales [1 or 3] and Monitoring Services [2A]

You are an Eligible Entity soliciting quotes for catalog sale items in Category 1 or 3 or monitoring services from Category 2A and there is no construction/construction-related labor involved with your purchase.

STEPS:

1. Review Category 1, 2A, or 3 Contractor prices files by downloading them from their respective COMMBUYS MBPO and select the Contractor with the best discount/price.

OR

Request quotes from Contractors within Category 1, 2A, or 3.

### Example 2 – Construction Projects under \$10,000 [2 or 3]

You are an Eligible Entity soliciting quotes for a Category 2 or 3 project involving labor costs that will be below \$10,000 in construction/construction-related labor.

STEPS:

1. **MANDATORY:** Request quotes from at least three (3) Contractors on FAC64 within the category.
2. Select a Contractor based on sound business practice/best value.

### Example 3 – Construction Projects between \$10,000 and \$50,000 [2 or 3]

You are an Eligible Entity soliciting quotes for a Category 2 or 3 project involving labor costs that will be between \$10,000 and \$50,000 in construction/construction-related labor.

STEPS:

1. **MANDATORY:** Request quotes from at least three (3) Contractors on FAC64 within the category.
2. **MANDATORY:** Receive at least two (2) written responses from Contractors on FAC64 within the category.
3. **MANDATORY:** Award project to the Contractor with the lowest responsible response.

### Example 3 – 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.

STEPS:

1. **MANDATORY:** Eligible Entity must go out to Public Bid and cannot use FAC64.



## Where to Obtain Important Contract Information

Contract users may access FAC64 documents and information via [COMMBUYS](#). Each category has a COMMBUYS MBPO which contains contract documents. Direct links to each category MBPO are at the bottom of this page. Each category MBPO is setup with solicitation enabled to allow buyers to solicit quotes from the Contractors within the category. In addition to the category MBPOs, each Contractor has a unique MBPO.

### How to find FAC64 MBPOs in COMMBUYS from Public View:

1. Click on “Contract & Bid Search”
2. Select “Contracts/Blankets”
3. Enter “**FAC64**” in the “Contract/Blanket” Description field
4. Click “Find It”
5. Click on Contractor or category MBPO link

### How to find FAC64 MBPOs in COMMBUYS if you are logged in:

1. Sign into COMMBUYS
2. Type “**FAC64**” into the search bar at the top of the page
3. Select “Contract/Blankets” from the drop-down menu that displays “Catalog”
4. Click the magnifying glass to search
5. Click on Contractor or category MBPO link

**OR**

1. Sign into COMMBUYS
2. Click “Advanced” at the top of the page, to the right of the search bar
3. Select Document Type “Contracts/Blankets”
4. Type “**FAC64**” into the “Description” and click “Search” or hit enter
5. Click on Contractor or category MBPO link

## Category MBPOs

Each category MBPO is setup to allow buyers to solicit quotes from multiple vendors within the category. Buyers need to be logged into COMMBUYS to utilize the solicitation enabled feature. Direct links to the public view of each MBPO are available below.

Category	MBPO Link
1	<a href="#">PO-17-1080-OSD03-SRC3-9509</a>
2	<a href="#">PO-17-1080-OSD03-SRC3-9506</a>
2A	<a href="#">PO-17-1080-OSD03-SRC3-9511</a>
3	<a href="#">PO-17-1080-OSD03-SRC3-9512</a>



## How to place an order in COMMBUYS:

Once your quote or item selections have been prepared a Purchase Order (called a Release Requisition on COMMBUYS) must be placed in COMMBUYS. Instructions for “How to Create a Release Requisition and Purchase Order” can be found on a Job Aid in the COMMBUYS section of the OSD website ([Job Aids for Buyers](#)).

## COMMBUYS Line Items

Each MBPO for this contract is setup in COMMBUYS with category line items at \$0.00. When you create your Release Requisition in COMMBUYS you will need to change the dollar amount to the quoted dollar amount you will pay for your Purchase Order. You should also edit the item description at this time to include the quote number, product information, or any other type of note you wish to add to the order.

## COMMBUYS Solicitation Enabled MBPOs

Each category has a solicitation enabled MBPO page to allow for more convenient quoting. To utilize these MBPO pages, buyers must begin by creating a Release Requisition, checking off the “Solicitation Enabled” box, and select “Release” as the Requisition Type. Buyers will then click on the “Items” tab, click “Search Items” at the bottom, click to expand the “Advanced Search” option, enter “FAC64” as description, and click “Find It” to bring up each category’s solicitation enabled MBPO page.

## Updated COMMBUYS Line Items (October 2016)

Contractors in Categories 1 and 3 may now list individual products as line items in COMMBUYS. Buyers may now get results when they search for specific items. Please note however that not all Contractors have included product line items. To maximize options buyers should issue a request for quote to all Contractors in the category they are utilizing. Each Contractor MBPO has a \$0.00 line item for submitting Purchase Orders based on quoted pricing.

## How to search for FAC64 products in COMMBUYS:

1. Sign into COMMBUYS
2. Use the search bar at the top of the page to type in a product (keep “Catalog” in the drop-down menu)
3. Click the magnifying glass to search

*Please note: pricing will appear in 2 formats: **MSRP price** or **FAC64 price***

***MSRP price** will appear as a price with a discount percentage in parenthesis.*

*Example: \$1,000 / EA (discount 10.0%)*

*\* Buyers can calculate the price by reducing the MSRP by the discount percentage. The price will automatically change once the item is added to a requisition.*

***FAC64 price** will appear with a 0% discount and is already calculated for FAC64.*

*Example: \$1,000 / EA (discount 0.0%)*



## Statement of Work

Eligible Entities should provide a clear Statement of Work to the Contractors at the time of the request for quote. The following are some elements to consider including in a statement of work:

### **Important Elements of the Statement of Work:**

- Reference to the Statewide Contract FAC64
- Prevailing wage sheets, as applicable to the job
- Work schedules and performance dates
  - Release Date of the Request for Quote
  - Walkthrough requirements, if required
  - Response Date of Request for Quote
  - Date of Contractor Selection
- Responsibilities of the Contractor
  - Agrees to fulfill all provisions of the FAC64 statewide contract
  - Responsible for complete design, measurements, and drawings
  - Delivery, installation, testing, training, design and start up
  - Replace, modify, or upgrade existing hardware as necessary
  - Include the cost of any software licenses in bid
- Whether sub-Contractors will be allowed
- Eligible Entity Reserves right to negotiate and modify requirements with awarded Contractor
- Submittal Requirements
  - Narrative – how proposer will complete scope of work
  - Estimated timeline from release of purchase order to system live
  - Drawing Requirements
- Service/Maintenance Agreements
  - Response time guarantees desired
- Up time guarantees



## Contractor Requirements

### No surcharges

In general, no transportation, fuel, energy, insurance or any other surcharges will be allowed throughout the duration of the contract(s). However, for work done in Dukes or Nantucket Counties, Contractors **may** bill for reasonable third party travel expenses beyond normal commuting to and from the state or other Eligible Entity work site for services not covered by on-site warranty, service calls and/or a contracted maintenance plan. This includes the cost of a ferry to and from Dukes or Nantucket Counties. The definition of reasonable rates means those that are commercially available and competitive with other services companies.

### No pre-payments

Contractor must not request any form of pre-payments by the Eligible Entity before the service is rendered. For special projects implemented in phases, by mutual agreement of the Eligible Entity and the Contractor, invoices must be issued after each phase is completed to the Eligible Entity's satisfaction.

### Delivery

Contractor(s) must deliver equipment and/or supplies statewide, including the islands. Delivery must be F.O.B. destination with no delivery or travel expenses paid by the Eligible Entity, with the exception noted for Dukes and Nantucket Counties.

### Negotiation

Eligible Entities have the right to negotiate pricing or other aspects of purchases within the scope of the contract and are encouraged to do so.

### Pre-Installation

It is the Contractor's responsibility, prior to delivery, to survey and review the particular installation location to ensure the existing proposed location will meet the manufacturer's established installation criteria. Should the proposed installation location not meet established installation criteria, the Contractor and the Eligible Entity will attempt to locate an alternate mutually agreeable location for the equipment at the particular site.

Contractors not familiar with any location are strongly advised to personally view those locations prior to delivery. A lack of familiarity with an installation location will in no way relieve a Contractor from its responsibility to fulfill its contractual obligations.



## **Installation**

### **Compliance with Regulatory Requirements**

Contractor must maintain full compliance with all Regulatory Licensure Boards' (State Board of Electrical Examiners, Department of Public Safety) licensing requirements for all work.

### **Cabling and Cable Associated Hardware**

Cabling and associated hardware that is installed under this contract must be used for the security, surveillance, monitoring, and/or access control system. For cabling used for other purposes, use the current statewide contract for Data Infrastructure (Non-Construction related low voltage) Cabling Services and Maintenance, ITC45, or its successor.

### **Labels with Warranty Period**

Contractor must affix a label or decal to the control device for any equipment at the time of installation showing warranty period by dates, and the name, address, and telephone number of the OEM or Reseller responsible for warranty service of the equipment.

A successful installation is constituted by the product, equipment or system being fully capable of functioning to its fullest capacity and according to its design and is unencumbered by flaws resulting from poor installation. System Acceptance (final sign-off) will be provided by the user entity acknowledging final acceptance of a successful installation. System Acceptance cannot be unreasonably withheld by any entity, the contract manager or the project manager.

## **Post-Installation**

Contractor must be responsible for all installation of equipment and/or supplies and removal of all package material from the premises in coordination with the Eligible Entities instructions. For off-site monitoring services, Contractor must ensure there are systems current to meet the needs of the Commonwealth and remain current against intrusive/invasive systems that could compromise the installed system(s).

## **Anticipated Service Disruption**

Contractor must coordinate with the Eligible Entity for any anticipated service disruption. If anticipated disruption is scheduled the Contractor must provide a minimum of 24 hours' notice to the Eligible Entity.



## **Training and Training Materials**

Category 2, Category 2A, and Category 3 Contractors must provide significant training to designated personnel within the Eligible Entity during the final system testing and start-up phase of the project. The Contractor and Eligible Entity shall mutually agree on the duration as well as the location and schedule of the training. Training materials include, but are not limited to books, handouts, software, or customized training videos will be provided by the Contractor and will be given to the Eligible Entity at no additional cost, as agreed upon by the parties.

## **Software Licenses**

Where applicable, the cost of software licenses should be included in the Service Maintenance Agreement. Eligible Entities may also purchase software licenses separate from any Service Maintenance Agreements. Software licenses should be purchased through the Contractor who installed the equipment/system.

## **Service Maintenance Plans**

Category 2 Contractors must be able to provide service/maintenance agreements with various service levels available to the Eligible Entity at negotiated rates for repair and service work performed after the warranty period. The service/maintenance plan shall include various levels of Contractor response times available to the Eligible Entity. Contractors must offer an immediate response plan with 24x7x365 availability. Eligible Entities will negotiate pricing for service/maintenance plans with the Contractor.

Eligible Entities are encouraged to enumerate the requirements desired for any service/maintenance plan at the time of quote so total cost of ownership can be factored into award decisions. Some elements to consider when requesting a service/maintenance agreement include: Response time guarantees, up time guarantees, quality requirements, and penalties.

## **Product Warranty**

Contractors must provide a standard warranty for all equipment of at least 1 year in length. Eligible Entities may purchase extended warranties with Contractors at negotiated pricing. Please see each Contractor's price file on COMMBUYS for information regarding the availability of extended warranties.



## Strategic Sourcing Services Team (SSST)

<u>Name</u>	<u>Eligible Entity</u>
Randal Cabral	Department of Public Health
Randy Clarke	MBTA
Michael Courtney	Bureau State Buildings
David Crouse	Massachusetts State Police
Donald Denning	City of Boston
Nancy Fitzgerald	Department of Fire Services
Roger Gauthier	Department of Public Health
Sylvain Kabeya	Massachusetts Rehabilitation Commission
Adam Peters	MBTA
Charles Plungis	Operational Services Division
Korina Senior	Department of Fire Services



## Contractors

Contractor	MBPO	Categories				Contact Person	Phone	Email
		1	2	2A	3			
Access Control Systems Inc.	<a href="#">PO-14-1080-OSD01-OSD10-0000000037</a>		X			Charles R. Patterson	603-249-9820	<a href="mailto:charlie@a-c-s.biz">charlie@a-c-s.biz</a>
Advanced Alarm Systems Inc.	<a href="#">PO-14-1080-OSD01-OSD10-0000000039</a>		X	X		Kevin C Fitzpatrick	508-726-4565	<a href="mailto:kevin@80044alarm.com">kevin@80044alarm.com</a>
American Alarm	<a href="#">PO-14-1080-OSD01-OSD10-0000000040</a>		X	X	X	Larry Movsessian	781-859-2055	<a href="mailto:Lmovsessian@americanalarm.com">Lmovsessian@americanalarm.com</a>
Autoclear LLC	<a href="#">PO-14-1080-OSD01-OSD10-0000000041</a>	X				Alan Martin	973-826-0504	<a href="mailto:alanm@a-clear.com">alanm@a-clear.com</a>
Aventura	<a href="#">PO-14-1080-OSD01-OSD10-0000000042</a>	X				Lavonne Lazarus	631-300-4000 ext. 7125	<a href="mailto:llazarus@aventuracctv.com">llazarus@aventuracctv.com</a>
BCM Controls Corporation	<a href="#">PO-14-1080-OSD01-OSD10-0000000044</a>		X			Steven Feinberg	781-933-8878	<a href="mailto:feinbergs@bcmcontrols.com">feinbergs@bcmcontrols.com</a>
CEIA USA Ltd.	<a href="#">PO-14-1080-OSD01-OSD10-0000000045</a>	X				Luca Cacioli	330-405-3190	<a href="mailto:sales@ceia-usa.com">sales@ceia-usa.com</a>
Dugmore & Duncan, Inc.	<a href="#">PO-14-1080-OSD01-OSD10-0000000046</a>				X	Skip Reid	339-788-2019	<a href="mailto:skip@dugmore.com">skip@dugmore.com</a>
Electronic Security Control Systems	<a href="#">PO-14-1080-OSD01-OSD10-0000000047</a>	X	X		X	Ben Jacobellis	781-271-0830	<a href="mailto:benny3@escsinc.com">benny3@escsinc.com</a>
ENE Systems	<a href="#">PO-14-1080-OSD01-OSD10-0000000048</a>	X	X	X		Jill Murray	781-828-6770	<a href="mailto:jmurray@enesystems.com">jmurray@enesystems.com</a>
FTG Security	<a href="#">PO-14-1080-OSD01-OSD10-0000000095</a>		X			Brian Ingalls	339-502-6619	<a href="mailto:bingalls@isyscc.com">bingalls@isyscc.com</a>
Galaxy Integrated Technologies	<a href="#">PO-14-1080-OSD01-OSD10-0000000054</a>		X			John Gulezian	617-202-6388	<a href="mailto:john@galaxyintegrated.com">john@galaxyintegrated.com</a>
Go Technologies	<a href="#">PO-14-1080-OSD01-OSD10-0000000055</a>	X	X		X	Michael Kotwicki	508-881-2077	<a href="mailto:mike@gosecuritysolutions.com">mike@gosecuritysolutions.com</a>
Graybar Electric Company Inc.	<a href="#">PO-14-1080-OSD01-OSD10-0000000057</a>	X				Michael Teahan	617-721-4041	<a href="mailto:michael.teahan@graybar.com">michael.teahan@graybar.com</a>
Industrial Video Control	<a href="#">PO-14-1080-OSD01-OSD10-0000000091</a>	X				Ric Bonnell	617-467-3059 ext. 103	<a href="mailto:rbonnell@ivcco.com">rbonnell@ivcco.com</a>
Integrated Security, Inc.	<a href="#">PO-14-1080-OSD01-OSD10-0000000093</a>	X			X	Bradford Dowdall	508-623-1413	<a href="mailto:bdowdall@isi-security.com">bdowdall@isi-security.com</a>
Ironman Inc.	<a href="#">PO-14-1080-OSD01-OSD10-0000000097</a>	X				James L. Hatch	989-386-8975	<a href="mailto:ironman@ironmans.net">ironman@ironmans.net</a>



OPERATIONAL SERVICES DIVISION

Contractor	MBPO	Categories				Contact Person	Phone	Email
		1	2	2A	3			
(J&M Brown Company, Inc.) Spectrum Integrated Technologies	<a href="#">PO-14-1080-OSD01-OSD10-0000000098</a>		X			Steven A. Feldman	617-522-8800	<a href="mailto:sfeldman@spectrumit.com">sfeldman@spectrumit.com</a>
Lan-Tel Communications, Inc.	<a href="#">PO-14-1080-OSD01-OSD10-0000000102</a>		X			Kate Waldron	781-551-8599	<a href="mailto:kwaldron@lan-tel.com">kwaldron@lan-tel.com</a>
MEC Technologies LLC	<a href="#">PO-14-1080-OSD01-OSD10-0000000104</a>		X			James Brookshire	978-935-3118	<a href="mailto:jbrookshire@themecteam.com">jbrookshire@themecteam.com</a>
Minuteman Security Technologies	<a href="#">PO-14-1080-OSD01-OSD10-0000000110</a>		X	X	X	Joseph Lynch	978-783-0018	<a href="mailto:jlynch@minutemanst.com">jlynch@minutemanst.com</a>
NET Technologies, Inc.	<a href="#">PO-14-1080-OSD01-OSD10-0000000111</a>		X			Steven Capolupo	978-517-4123	<a href="mailto:scapolupo@ntisys.com">scapolupo@ntisys.com</a>
Pasek Corporation	<a href="#">PO-14-1080-OSD01-OSD10-0000000112</a>			X	X	David Alessandrini	617-269-7110	<a href="mailto:dalessandrini@pasek.com">dalessandrini@pasek.com</a>
Red Hawk Fire & Security, LLC	<a href="#">PO-14-1080-OSD01-OSD10-0000000115</a>		X			Lisa Wallace	508-967-1616	<a href="mailto:lisa.wallace@redhawkus.com">lisa.wallace@redhawkus.com</a>
Setronics Corp	<a href="#">PO-14-1080-OSD01-OSD10-0000000117</a>		X			Greg Riedel	978-671-5450	<a href="mailto:griedel@setronics.com">griedel@setronics.com</a>
Siemens Industry Inc.	<a href="#">PO-14-1080-OSD01-OSD10-0000000119</a>		X			Jonathan Hipsh	857-205-7598	<a href="mailto:jonathan.hipsh@siemens.com">jonathan.hipsh@siemens.com</a>
Signet Electronic Systems, Inc.	<a href="#">PO-14-1080-OSD01-OSD10-0000000121</a>		X			Daniel Chauvin	781-871-5888	<a href="mailto:daniel.chauvin@signetgroup.net">daniel.chauvin@signetgroup.net</a>
Stanley Convergent Security Solutions, Inc.	<a href="#">PO-14-1080-OSD01-OSD10-00000001405</a>		X	X		Jennifer Miller	317-703-1510	<a href="mailto:jennifer.miller@sbdinc.com">jennifer.miller@sbdinc.com</a>
Stone & Berg Company, Inc.	<a href="#">PO-14-1080-OSD01-OSD10-0000000123</a>	X				Jennie Pagano	508-753-3551	<a href="mailto:stoneandberg@aol.com">stoneandberg@aol.com</a>
Sullivan and McLaughlin	<a href="#">PO-14-1080-OSD01-OSD10-0000000125</a>		X			Will Bissonnette	617-474-0500 ext. 259	<a href="mailto:wbissonnette@sullymac.com">wbissonnette@sullymac.com</a>
Surveillance Specialties, Ltd.	<a href="#">PO-14-1080-OSD01-OSD10-0000000128</a>		X		X	Michael A. DeVita III	781-760-5148	<a href="mailto:michael.devita3@securadyne.com">michael.devita3@securadyne.com</a>
Tyco Integrated Security LLC	<a href="#">PO-14-1080-OSD01-OSD10-0000000130</a>	X	X	X		Tom Maciag	508-479-0721	<a href="mailto:tmaciag@tyco.com">tmaciag@tyco.com</a>
Valley Communications Systems, Inc.	<a href="#">PO-14-1080-OSD01-OSD10-0000000132</a>		X			Ken MacLeod	413-592-4136	<a href="mailto:kenm@valleycommunications.com">kenm@valleycommunications.com</a>
Wayne Alarm Systems, Inc.	<a href="#">PO-14-1080-OSD01-OSD10-0000000133</a>		X	X		Jeff Kahn	781-595-0000	<a href="mailto:jkahn@waynealarm.com">jkahn@waynealarm.com</a>

APPROVED AS ORIGINAL

JJ 2/7/18



LAN-TEL Communications, Inc.  
1400 Providence Highway  
Suite 3100  
Norwood, MA 02062  
781.551.8599 Fax 781.551.8667  
www.lan-tel.com

MAYOR'S OFFICE OF EMERGENCY  
PREPAREDNESS-HOMELAND SECURITY  
BOSTON CITY HALL-ROOM204  
ONE CITY HALL PLAZA  
BOSTON, MA 02201

INVOICE ID: 9917293  
DRAW ID: 8  
DATE: January 31, 2018

CONTRACT ID: 17-5901-35  
CIMS MAINTENANCE 2017 2018  
LOCATION:

SALESPERSON:  
CUSTOMER ID: DOINNOV  
PO #: 686927  
Terms: Net 0

PO 0000686927 CONTRACT ID 43933

WORK PERFORMED FOR CITY OF BOSTON CONTRACT #BOSTN-00006558731 & BOSTN-000066207

BILLING FOR JANUARY 2018

PROJECT MANAGEMENT:	\$	980.00
FIELD LABOR		48,945.50
MATERIAL		0.00

AMOUNT DUE: \$ 49,925.50

ATTN: ACCOUNTS PAYABLE

AMOUNT DUE THIS INVOICE

INTEREST @ 1.5% WILL BE CHARGED ON INVOICES OVER 60 DAYS.

*V16-2.3*

	<b>\$49,925.50</b>
--	--------------------

*Okay to pay*  
*2/7/18*  
*JJ*

*OK to pay*  
*2/7/18*  
*ms*

January Labor Totals		
Labor Type	Hours	Total
LAN-TEL Labor regular rate	188	\$20,492.00
LAN-TEL Labor overtime rate	66.5	\$8,312.50
LAN-TEL Software Tech rate	18	\$2,250.00
LAN-TEL Software Tech overtime rate	8	\$1,160.00
LAN-TEL Software Tech double time rate	2	\$360.00
Sonet	160.5	\$16,371.00
<b>Total labor</b>	<b>443</b>	<b>\$48,945.50</b>
<b>Total Project Management Labor</b>	<b>10</b>	<b>\$980.00</b>
<b>Total Labor &amp; PM</b>		<b>\$49,925.50</b>
January Material Totals		
Total PTZ DVTel Cameras	0	\$0.00
Total Fixed DVTel Cameras	0	\$0.00
Total Power Supplies	0	\$0.00
Total Bucket Truck Rentals (LAN-TEL & Sonet)	0	\$0.00
Total Adapters	0	\$0.00
Total Encoders	0	\$0.00
Total NEMA Enclosures	0	\$0.00
Total Astro Brackets	0	\$0.00
Total Antennas & Assoc. Equipment	0	\$0.00
Total Cable & Assoc. Hardware	-	\$0.00
Total POEs	0	\$0.00
Total Misc. Equipment	-	\$0.00
<b>Total Material Used</b>		<b>\$0.00</b>
<b>Total Billing for January 2018</b>		<b>\$49,925.50</b>

APPROVED AS ORIGINAL

JJ 1/16/18



LAN-TEL Communications, Inc.  
1400 Providence Highway  
Suite 3100  
Norwood, MA 02062  
781.551.8599 Fax 781.551.8667  
www.lan-tel.com

MAYOR'S OFFICE OF EMERGENCY  
PREPAREDNESS-HOMELAND SECURITY  
BOSTON CITY HALL-ROOM204  
ONE CITY HALL PLAZA  
BOSTON, MA 02201

INVOICE ID: 9917185  
DRAW ID: 7  
DATE: December 31, 2017

CONTRACT ID: 17-5901-35  
CIMS MAINTENANCE 2017 2018  
LOCATION:

SALESPERSON:  
CUSTOMER ID: DOINNOV  
PO #: 678832  
Terms: Net 0

PO 0000678832 CONTRACT ID 40555

WORK PERFORMED FOR CITY OF BOSTON CONTRACT #BOSTN-00008558731 & BOSTN-000066207

BILLING FOR DECEMBER 2017

PROJECT MANAGEMENT: \$ 1,176.00  
FIELD LABOR 57,486.69  
MATERIAL 0.00

AMOUNT DUE: \$ 58,662.69

ATTN: ACCOUNTS PAYABLE

AMOUNT DUE THIS INVOICE

INTEREST @ 1.5% WILL BE CHARGED ON INVOICES OVER 60 DAYS.

*U16-2.3*

**\$58,662.69**

*Okay to pay*  
*JJ*  
*1/16/18*  
  
*OK to pay*  
*(MB)*  
*1/24/18*

0. \*  
1,176. +  
57,486.69 +  
002.....  
58,662.69 \*  
58,662.69 \*C

APPROVED AS ORIGINAL

JS 2/1/18



LAN-TEL Communications, Inc.  
1400 Providence Highway  
Suite 3100  
Norwood, MA 02062  
781.551.8599 Fax 781.551.8667  
www.lan-tel.com

CHELSEA POLICE DEPARTMENT  
19 PARK STREET  
ATTN: PAMELA MONZIONE  
CHELSEA, MA 02150

INVOICE ID: 9917153  
DRAW ID: 1  
DATE: December 26, 2017

CONTRACT ID: 17-0464-20  
CHELSEA 10 CAMERA-ChelseaPolic  
LOCATION:

SALESPERSON:  
CUSTOMER ID: CHELSPO  
PO #:  
Terms: Net 0

FOR WORK PERFORMED: INSTALL 10 TRIPLE HEAD CAMERAS AT 10 SITES IN CHELSEA, MA.

BILLING IN THE AMOUNT OF: \$55,186.00

ATTN:

AMOUNT DUE THIS INVOICE

**\$55,186.00**

INTEREST @ 1.5% WILL BE CHARGED ON INVOICES OVER 60 DAYS.

*Okay to pay*  
*JS*  
*2/1/18*

*U16-2.3*

*OK to pay*  
*2/2/18*





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.

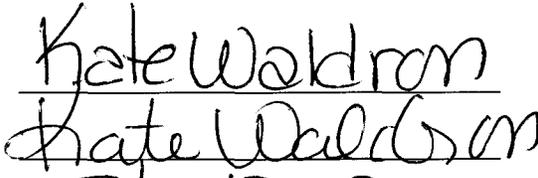
1. By being granted conditional access to Security Sensitive Records and Information, the City of Boston and others have placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure in accordance with the terms and conditions of this NDA and the 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 TECHNOLOGY<sup>1</sup> TERMS AND CONDITIONS TO FORM CM11**

The following terms and conditions are added to the City of Boston Standard Contract General Conditions (Form CM11), to the extent permitted by law, for purposes of Contract number 45406 between the City of Boston and 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

<sup>1</sup> "Information Technology" includes, but is not limited to, all electronic technology systems and services, automated information handling, system design and analysis, conversion of data, computer programming, information storage and retrieval, and telecommunications which include voice, video, and data communications.

mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized. City may access and download the Data during the Term of this Agreement.

E. Work for Hire. If Deliverables are identified as works made for hire, this paragraph applies. All rights in deliverables made by either party under this Contract, including all rights, title and interest in all intellectual property rights, are works made for hire and shall be owned by the City of Boston. To the extent, if any, that City does not own full right, title and interest in and to the deliverables pursuant to the previous sentence, Contractor hereby assigns all right, title and interest in the deliverables made or created by Contractor alone or jointly with others under this Contract, to the City. Contractor shall retain all right, title and interest and all proprietary rights in and to any methods, materials, technologies, tools (including software tools), design code, templates, applications, techniques and other know-how developed by or for Contractor prior to and/or independent of the services provided hereunder.

**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:

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A copy of the joint venture agreement is on file at \_\_\_\_\_ and will be delivered to the Official on request.

4. If the Contractor is a Trust, state the name and address of all Trustees:

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The trust document(s) are on file at \_\_\_\_\_, and will be delivered to the Official on request.

5. If the business is conducted under any title other than the real name of the owner, state the time when, and place where, the certificate required by General Laws, c.110, §5, was filed:

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6. The Taxpayer Identification Number\* of the contractor (the number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941) is:

04-3141040

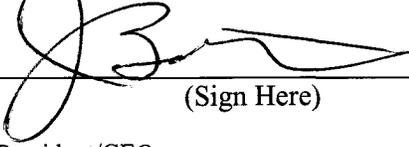
\*If individual, use Social Security Number \_\_\_\_\_

7. City of Boston Ordinance, Chapter IV, § 4-8 requires City Contractors to safeguard unprotected pedestrians, cyclists, and motorcyclists by installing side under-ride guards, convex blind spot mirrors, cross-over mirrors, and appropriate warning signage on all large vehicles used within the City of Boston in connection with a City

Contract. Large vehicles are those with a gross weight exceeding 10,000 lbs., a trailer with an unladen mass exceeding 10,000 lbs., or a semi-trailer with a gross weight exceeding 26,000 lbs. Contractors are required to have such large vehicles inspected by the City prior to starting work on a City of Boston Contract. Additional details may be found at [www.cityofboston.gov/procurement](http://www.cityofboston.gov/procurement).

8. The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.

Contractor: LAN-TEL Communications, Inc.

By:  \_\_\_\_\_  
(Sign Here)

Title: President/CEO

Business Address: 1400 Providence Highway, Suite 3100  
(Street)

Norwood, MA 02062  
(City, State and Zip Code)

**NOTE: This statement must bear the signature of the contractor.**

**If the Contractor is an individual doing business under a name other than his own name this statement must so state, giving the address of the individual.**

**If the Contractor is a partnership this statement must be signed by a general partner designated as such. If the Contractor is a corporation, trust or joint venture this statement must be signed by a duly authorized officer or agent of such corporation, trust or joint venture.**

APPROVED AS TO FORM BY CORPORATION COUNSEL AUGUST 2015  
THIS FORM IS VOID AND WITHOUT LEGAL EFFECT IF ALTERED IN ANY WAY

(PUB AUG 2015)

**CERTIFICATE FOR "NO RISK" CONTRACTS**

**TO: CORPORATION COUNSEL**

**FROM:** Mayor's Office of Emergency Management  
**(Department or Agency)**

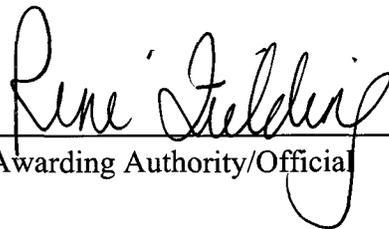
This is to certify that I have reviewed the attached contract with

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**

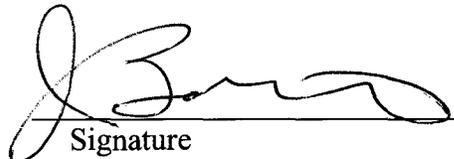
The City of Boston is subject to City of Boston Code, Chapter 4, section 7, which is intended to ensure that persons and businesses supplying goods and/or services to the City of Boston deploy fair policies relating to the screening and identification of person with criminal backgrounds through the CORI 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**

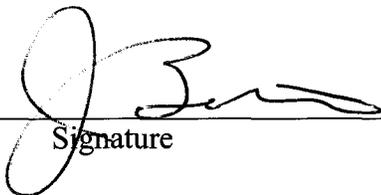
The undersigned certifies under penalties of perjury that the vendor is in compliance with the provisions of the Executive Order titled "Establishing Requirements for City Contracts in an Effort to Prevent Wage Theft," as currently in effect. **All Vendors must certify the following:**

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):

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**PART 5. GENERAL WAIVER REASON(S)**

I hereby request a general waiver from the Boston Jobs and Living Wage Ordinance. The application of the Boston Jobs and Living Wage Ordinance to my (check one):

- Service contract
- Subcontract

violates the following state or federal statutory, regulatory or constitutional provision(s).

State the specific state or federal statutory, regulatory or constitutional provision(s), which makes compliance with the Boston Jobs and Living Wage Ordinance unlawful:

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**GENERAL WAIVER ATTACHMENTS:**

Please attach a copy of the conflicting statutory, regulatory or constitutional provision(s) that makes compliance with this ordinance unlawful.

Please give a full statement describing in detail the reasons the specific state or federal statutory, regulatory or constitutional provision(s) makes compliance with the Boston Jobs and Living Wage Ordinance unlawful (attach additional sheets if necessary):

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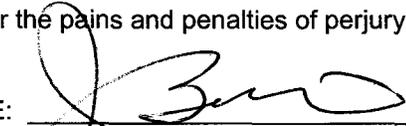


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**PART 6: VENDOR AFFIDAVIT:**

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**

<b>Purchase Order Number:</b>	PO-14-1080-OSD01-OSD10-0000000102	<b>Release Number:</b>	0	<b>Short Description:</b>	FAC64 - Security, Surveillance, Monitoring and Access Control Systems
<b>Status:</b>	3PS - Sent	<b>Purchaser:</b>	Ashish Patel	<b>Receipt Method:</b>	Quantity
<b>Fiscal Year:</b>	2014	<b>PO Type:</b>	Blanket	<b>Minor Status:</b>	
<b>Organization:</b>	Operational Services Division	<b>Location:</b>	OSD10 - Ashburton RM1017	<b>Type Code:</b>	Statewide Contract
<b>Department:</b>	OSD01 - Operational Services Division	<b>Entered Date:</b>	03/20/2014 03:01:08 PM	<b>Control Code:</b>	
<b>Alternate ID:</b>		<b>Retainage %:</b>	0.00%	<b>Discount %:</b>	0.00%
<b>Days ARO:</b>	0	<b>Release Type:</b>	Direct Release	<b>Pcard Enabled:</b>	No
<b>Print Dest Detail:</b>	If Different	<b>Tax Rate:</b>		<b>Actual Cost:</b>	\$0.00
<b>Catalog ID:</b>		<b>Contact Instructions:</b> 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

<b>Vendor:</b>	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	<b>Payment Terms:</b>	<b>Shipping Method:</b>
		<b>Shipping Terms:</b>	<b>Freight Terms:</b>

**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
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Manufacturer: Brand: Model:  
 Make: Packaging:

**Print Sequence # 4.0, Item # 4:** Bogen- Approved Manufacturer's Products, Category 2 Security Equipment, 3PS  
 Systems and Related Services, Certified to Sell, Install and Service, Discount Off: -  
 20%, (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 # 5.0, Item # 5:** Bosch- 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:

Exit



# Contract User Guide for FAC64

## FAC64: Security, Surveillance, Monitoring and Access Control Systems

UPDATED: 11/10/17

<b>Contract #:</b>	FAC64
<b>MMARS MA #:</b>	FAC64*
<b>Initial Contract Term:</b>	06/01/2013 – 5/31/2018
<b>Maximum End Date:</b>	One option for two (2)-year extension to 2020
<b>Current Contract Term:</b>	06/01/2013 – 5/31/2018
<b>Contract Manager:</b>	Ashish Patel, 617-720-3190, <a href="mailto:ashish.s.patel@state.ma.us">ashish.s.patel@state.ma.us</a>
<b>This Contract Contains:</b>	Small Business Purchasing Program (SBPP), Prompt Payment Discounts (PPD), and Supplier Diversity Office (SDO) Contractors
<b>UNSPSC Codes:</b>	46-17-00 Security surveillance and detection

\*The asterisk is required when referencing the contract in the Massachusetts Management Accounting Reporting System (MMARS).

### Table of Contents:

(NOTE: To access hyperlinks below, scroll over desired section and CTL + Click)

- [Contract Summary](#)
- [Contract Categories](#)
- [Benefits and Cost Savings](#)
- [Find Bid/Contract Documents](#)
- [Who Can Use This Contract](#)
- [Construction Requirements](#)
- [Pricing, Quotes and Purchase Options](#)
- [Example Quoting Scenarios](#)
- [Instructions for MMARS Users](#)
- [Emergency Services](#)
- [Shipping/Delivery>Returns](#)
- [Additional Information](#)
- [Strategic Sourcing Team Members](#)
- [Contractor List and Information](#)

### Contract Summary

This is a Statewide Contract for Security surveillance and detection. This contract covers the acquisition of Security Systems and Related Services to include, but not limited to, Video, Access Control, Integrated Video Management, Visitor Management, Locks, Alarms, Monitoring Services/Systems, Catalog Sales, Service, and Maintenance.

NOTE: Contract User Guides are updated regularly. Print copies should be compared against the current version posted on [mass.gov/osd](http://mass.gov/osd).

Updated: 11/10/17

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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

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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2. Click "Advanced" at the top of the page, to the right of the search bar
3. Select Document Type "Contracts/Blankets"
4. Type "FAC64" into the "Description" and click "Search" or hit enter
5. Click on Contractor or category MBPO link

### Category MBPOs

Each category MBPO is setup to allow buyers to solicit quotes from multiple vendors within the category. Buyers need to be logged into COMMBUYS to utilize the solicitation enabled feature. Direct links to the public view of each MBPO are available below.

Category	MBPO Link
1	<a href="#">PO-17-1080-OSD03-SRC3-9509</a>
2	<a href="#">PO-17-1080-OSD03-SRC3-9506</a>
2A	<a href="#">PO-17-1080-OSD03-SRC3-9511</a>
3	<a href="#">PO-17-1080-OSD03-SRC3-9512</a>

### Who Can Use This Contract

#### Applicable Procurement Law

Executive Branch Goods and Services: MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00;

#### Eligible Entities

1. Cities, towns, districts, counties, and other political subdivisions;
2. Executive, Legislative, and Judicial branches, including all Departments and elected offices therein;
3. Independent public authorities, commissions, and quasi-public agencies;
4. Local public libraries, public school districts, and charter schools;
5. Public Hospitals owned by the Commonwealth;
6. Public institutions of high education;
7. Public purchasing cooperatives;
8. Non-profit, UFR-certified organizations that are doing business with the Commonwealth;
9. Other States and Territories with no prior approval by the State Purchasing Agent required; and
10. Other entities when designated in writing by the State Purchasing Agent.

### Construction Requirements

Purchasers must ensure that any services involving construction are limited to \$50,000 or less.

Purchasing entities are responsible for compliance with applicable construction law requirements. Information concerning specific M.G.L. c. 149 and c. 30 construction requirements may be found in the Office of the Inspector General's Public Procurement Charts at: [www.mass.gov/ig/publications/guides-advisories-other-publications/procurement-charts-november-7-2016.pdf](http://www.mass.gov/ig/publications/guides-advisories-other-publications/procurement-charts-november-7-2016.pdf). It is the responsibility of the Eligible Entity to determine whether installation work includes construction as defined by M.G.L. c.149 or M.G.L. c.30, §39M.

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Chapter 30B Procurement Assistance from the Office of the Inspector General is available at [mass.gov/ig/procurement-assistance](http://mass.gov/ig/procurement-assistance). Access the 30B Hotline at 617-722-8838 or email them at: [30BHotline@massmail.state.ma.us](mailto:30BHotline@massmail.state.ma.us).

See [Quotes Including Construction Services Requirements](#) below for information on quoting these types of projects.

### **Section 27D: "Construction" and "constructed" defined**

Section 27D. Wherever used in sections twenty-six to twenty-seven C, inclusive, the words "construction" and "constructed" as applied to public buildings and public works shall include additions to and alterations of public works, the installation of resilient flooring in, and the painting of, public buildings and public works; certain work done preliminary to the construction of public works, namely, soil explorations, test borings and demolition of structures incidental to site clearance and right of way clearance; and the demolition of any building or other structure ordered by a public authority for the preservation of public health or public safety.

<https://malegislature.gov/Laws/GeneralLaws/PartI/TitleXXI/Chapter149/Section27D>

## **Pricing, Quote and Purchase Options**

### **Pricing Options**

Equipment, Materials and Supplies: Pricing is based on a discount percentage off the current catalog/price list. The Commonwealth and Eligible Entities reserve the right to request a copy of the catalog or price list at any time. Contractors must post the current catalog/price list on their website dedicated to FAC64. The Discount percentage will be firm through the initial term of the contract. However, Contractors may increase the discount offered at any time by contacting the OSD Contract Manager. Additionally, Contractors may offer additional discounts to Eligible Entities on a case-by-case basis.

### **Product/Service Pricing and Finding Vendor Price Files**

Price files are posted as attachments to each Contractor's Master Blanket Purchase Order (MBPO) on COMMBUYS. To view each Contractor's MBPO please follow the instructions for "How to find FAC64 MBPOs in COMMBUYS" on page 2 in this user guide. Additionally you may review the [Contractor List and Information Table](#) on pages 15 to 18 which has direct links to the public view of each Contractor's MBPO. "Public view" means you may access the MBPO without being logged into COMMBUYS. Contractor price files may be downloaded from the public view or from being logged into COMMBUYS.

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#### Setting up a COMMBUYS Account

COMMBUYS is the Commonwealth's electronic Market Center supporting online commerce between government purchasers and businesses. If you do not have one already, contact the COMMBUYS Help Desk to set up a COMMBUYS buyer account for your organization: (888)-627-8283 or COMMBUYS@state.ma.us.

Per **801 CMR 21.00**, Executive Branch Departments must use established statewide contracts for the purchase of commodities and services. Specifically, Executive Departments are required to use OSD's statewide contracts, including designated statewide contracts, if available, for their specific commodity and service needs. Exceptions will only be permitted with prior written approval from the Assistant Secretary for Operational Services, or designee.

When contacting a vendor on statewide contract, always reference FAC64 to receive contract pricing.

#### Quick Search in COMMBUYS

Log into COMMBUYS, and use the Search box on the COMMBUYS header bar to locate items described on the MBPO or within the vendor catalog line items. Select Contract/Blanket or Catalog from the drop-down menu.

#### Purchase Options

The purchase options identified below are the only acceptable options that may be used on this contract:

Once your quote or item selections have been prepared a Purchase Order (called a Release Requisition on COMMBUYS) must be placed in COMMBUYS. Instructions for "How to Create a Release Requisition and Purchase Order" can be found on a Job Aid in the COMMBUYS section of the OSD website ([Job Aids for Buyers](#)).

#### Referencing the Statewide Contract

In order to ensure that you receive all the benefits and savings associated with the statewide contract, **BUYERS SHOULD ALWAYS REFERENCE THE STATEWIDE CONTRACT AND DOCUMENT NUMBER FAC64** when opening an account and placing an order with a Contractor.

#### COMMBUYS Line Items

Each MBPO for this contract is setup in COMMBUYS with category line items at \$0.00. When you create your Release Requisition in COMMBUYS you will need to change the dollar amount to the quoted dollar amount you will pay for your Purchase Order. You should also edit the item description at this time to include the quote number, product information, or any other type of note you wish to add to the order.

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### COMMBUYS Solicitation Enabled MBPOs

Each category has a solicitation enabled MBPO page to allow for more convenient quoting. To utilize these MBPO pages, buyers must begin by creating a Release Requisition, checking off the "Solicitation Enabled" box, and select "Release" as the Requisition Type. Buyers will then click on the "Items" tab, click "Search Items" at the bottom, click to expand the "Advanced Search" option, enter "FAC64" as description, and click "Find It" to bring up each category's solicitation enabled MBPO page.

### Updated COMMBUYS Line Items (October 2016)

Contractors in Categories 1 and 3 may now list individual products as line items in COMMBUYS. Buyers may now get results when they search for specific items. Please note however that not all Contractors have included product line items. To maximize options buyers should issue a request for quote to all Contractors in the category they are utilizing. Each Contractor MBPO has a \$0.00 line item for submitting Purchase Orders based on quoted pricing.

### How to search for FAC64 products in COMMBUYS:

1. Sign into COMMBUYS
2. Use the search bar at the top of the page to type in a product (keep "Catalog" in the drop-down menu)
3. Click the magnifying glass to search

*Please note: pricing will appear in 2 formats: **MSRP price** or **FAC64 price***

***MSRP price** will appear as a price with a discount percentage in parenthesis.*

*Example: \$1,000 / EA (discount 10.0%)*

*\* Buyers can calculate the price by reducing the MSRP by the discount percentage. The price will automatically change once the item is added to a requisition.*

***FAC64 price** will appear with a 0% discount and is already calculated for FAC64.*

*Example: \$1,000 / EA (discount 0.0%)*

### Obtaining Quotes

(Please review the [Example Quoting Scenarios on page 7](#))

Contract users should always reference FAC64 when contacting vendors to ensure they are receiving contract pricing. Quotes, not including construction services, should be awarded based on best value.

Multiple Quotes for Construction

**Eligible Entities must solicit quotes from at least three (3) Contractors for any work that will involve construction.** The minimum requirement is that Eligible Entities *contact* at least three (3) Contractors for quotes; you are not required to receive responses from all three (3) contacted Contractors.



#### 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

# Contract User Guide for FAC64

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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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## 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	<a href="mailto:ashish.s.patel@state.ma.us">ashish.s.patel@state.ma.us</a>	1
**Conversion Vendor Category 2 Security Equipment, Systems, and Related Services	<u>PO-17-1080-OSD03-SRC3-9506</u>	N/A	Ashish Patel	617-720-3190	<a href="mailto:ashish.s.patel@state.ma.us">ashish.s.patel@state.ma.us</a>	2
**Conversion Vendor Category 2A Security Monitoring Services	<u>PO-17-1080-OSD03-SRC3-9511</u>	N/A	Ashish Patel	617-720-3190	<a href="mailto:ashish.s.patel@state.ma.us">ashish.s.patel@state.ma.us</a>	2A
**Conversion Vendor Category 3 Locks, Accessories, and Related Equipment	<u>PO-17-1080-OSD03-SRC3-9512</u>	N/A	Ashish Patel	617-720-3190	<a href="mailto:ashish.s.patel@state.ma.us">ashish.s.patel@state.ma.us</a>	3
Access Control Systems Inc.	<u>PO-14-1080-OSD01-OSD10-00000000037</u>	VC0000442226, 19	Charles R. Patterson	603-249-9820	<a href="mailto:charlie@a-c-s.biz">charlie@a-c-s.biz</a>	2
Advanced Alarm Systems Inc.	<u>PO-14-1080-OSD01-OSD10-00000000039</u>	VC6000174944, 24	Kevin C Fitzpatrick	508-726-4564	<a href="mailto:kevin@80044alarm.com">kevin@80044alarm.com</a>	2, 2A
American Alarm	<u>PO-14-1080-OSD01-OSD10-00000000040</u>	VC6000161658, 9	Larry Movsessian	781-859-2055	<a href="mailto:Lmovsessian@americanalarm.com">Lmovsessian@americanalarm.com</a>	2, 2A, 3
Autoclear LLC	<u>PO-14-1080-OSD01-OSD10-00000000041</u>	VC6000227553, 33	Alan Martin	973-826-0504	<a href="mailto:alamn@a-clear.com">alamn@a-clear.com</a>	1
Aventura	<u>PO-14-1080-OSD01-OSD10-00000000042</u>	VC0000672476, 29	Lavonne Lazarus	631-300-4000 Ext. 7125	<a href="mailto:Llazarus@aventuracctv.com">Llazarus@aventuracctv.com</a>	1

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Vendor	Master Blanket Purchase Order #	MMARS Vendor Code and Vendor Line	Contact Person	Phone #	Email	Categories
BCM Controls Corporation	<u>PO-14-1080-OSD01-OSD10-00000000044</u>	VC6000170044, 2	Steven Feinberg	781-933-8878	<a href="mailto:feinbergs@bcmcontrols.com">feinbergs@bcmcontrols.com</a>	2
CEIA USA Ltd.	<u>PO-14-1080-OSD01-OSD10-00000000045</u>	VC6000235985, 13	Luca Cacioli	330-405-3190	<a href="mailto:sales@ceia-usa.com">sales@ceia-usa.com</a>	1
Convergent Technologies (formerly Go Technologies)	<u>PO-14-1080-OSD01-OSD10-00000000055</u>	VC0000537450, 36	Michael Kotwicki	508-898-2077	<a href="mailto:mike.kotwicki@convergint.com">mike.kotwicki@convergint.com</a>	1, 2, 3
Dugmore & Duncan, Inc.	<u>PO-14-1080-OSD01-OSD10-00000000046</u>	VC6000158288, 7	Skip Reid	339-788-2019	<a href="mailto:skip@dugmore.com">skip@dugmore.com</a>	3
Electronic Security Control Systems	<u>PO-14-1080-OSD01-OSD10-00000000047</u>	VC6000200266, 30	Ben Jacobellis	781-271-0830	<a href="mailto:benny3@escsinc.com">benny3@escsinc.com</a>	1, 2, 3
ECI Systems, LLC (formerly NET Technologies)	<u>PO-18-1080--SRC01-11967</u>	VC0000923148, 38	Justin Davis	800-639-2086	<a href="mailto:justin.davis@ecintegrated.com">justin.davis@ecintegrated.com</a>	2
ENE Systems	<u>PO-14-1080-OSD01-OSD10-00000000048</u>	VC6000172484, 20	Jill Murray	781-828-6770	<a href="mailto:jmurray@enesystems.com">jmurray@enesystems.com</a>	1, 2, 2A
FTG Security	<u>PO-14-1080-OSD01-OSD10-00000000095</u>	VC6000248391, 4	Brian Ingalls	339-502-6619	<a href="mailto:bingalls@isysec.com">bingalls@isysec.com</a>	2
Galaxy Integrated Technologies	<u>PO-14-1080-OSD01-OSD10-00000000054</u>	VC6000187522, 15	John Gulezian	617-202-6388	<a href="mailto:johnhg@galaxyintegrated.com">johnhg@galaxyintegrated.com</a>	2
Graybar Electric Company Inc.	<u>PO-14-1080-OSD01-OSD10-00000000057</u>	VC6000214241, 5	Michael Teahan	617-721-4041	<a href="mailto:michael.teahan@graybar.co">michael.teahan@graybar.co</a>	1
Industrial Video Control	<u>PO-14-1080-OSD01-OSD10-00000000091</u>	VC0000463150, 16	Ric Bonnell	617-467-3059 ext. 103	<a href="mailto:rbonnell@ivcco.com">rbonnell@ivcco.com</a>	1

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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@themeteam.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

NOTE: Contract User Guides are updated regularly. Print copies should be compared against the current version posted on [mass.gov/osd](http://mass.gov/osd).  
Updated: 11/10/17



**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	<a href="mailto:mark.mullen@sbdinc.com">mark.mullen@sbdinc.com</a>	2, 2A
Stone & Berg Company, Inc.	<u>PO-14-1080-OSD01-OSD10-000000000123</u>	VC6000156341, 18	Jennie Pagano	508-753-3551	<a href="mailto:stoneandberg@aol.com">stoneandberg@aol.com</a>	1
Sullivan and McLaughlin	<u>PO-14-1080-OSD01-OSD10-000000000125</u>	VC6000160868, 23	Will Bissonnette	617-474-0500 ext. 259	<a href="mailto:wblissonnette@sullymac.com">wblissonnette@sullymac.com</a>	2
Surveillance Specialties, Ltd.	<u>PO-14-1080-OSD01-OSD10-000000000128</u>	VC6000171354, 27	Michael A. DeVita III	781-760-5148	<a href="mailto:michael.devita3@securadyne.com">michael.devita3@securadyne.com</a>	2, 3
Tyco Integrated Security LLC	<u>PO-14-1080-OSD01-OSD10-000000000130</u>	VC6000256207, 34	Tom Maciag	508-479-0721	<a href="mailto:tmaciag@tyco.com">tmaciag@tyco.com</a>	1, 2, 2A
Valley Communications Systems, Inc.	<u>PO-14-1080-OSD01-OSD10-000000000132</u>	VC6000157698, 10	Ken MacLeod	413-592-4136	<a href="mailto:kenm@valleycommunication.com">kenm@valleycommunication.com</a>	2
Wayne Alarm Systems, Inc.	<u>PO-14-1080-OSD01-OSD10-000000000133</u>	VC6000171531, 22	Jeff Kahn	781-595-0000	<a href="mailto:jkahn@waynealarm.com">jkahn@waynealarm.com</a>	2, 2A

\* Note that COMMBUYS is the official system of record for vendor contact information.

\*\* The Conversion Vendor MBPOs are the central repository for all common contract files. [Price files may be found in the individual vendor's MBPO]

NOTE: Contract User Guides are updated regularly. Print copies should be compared against the current version posted on [mass.gov/osd](http://mass.gov/osd).  
Updated: 11/10/17

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<b>Business Unit:</b> BOSTN	<b>Requester:</b> 127925	<b>Status:</b> Approved
<b>Requisition:</b> 0000357553	<b>Requested By:</b> Jones, Jessica M.	<b>Currency:</b> USD
<b>Requisition Name:</b> U16 2.2 FATPOT	<b>Entered Date:</b> 2/1/18	<b>Requisition Total:</b> 240,000.00
<b>Header Comments:</b>		
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

<b>Ship Line:</b> 1	<b>Ship To:</b> 4480	<b>Address:</b>	<b>Shipping Quantity:</b> 1.0000
<b>Attention:</b> Scott Wilder	<b>Due Date:</b>	Mayor's Office of Emergency Preparedness-Homeland Secur Boston City Hall -Room 204 One City Hall Plaza Boston MA 02201 United States	<b>Shipping Total:</b> 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
<b>Vendor/Contractor Details</b>	
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):	
<b>Unit prices remain the same or less. All other terms &amp; conditions of the contract shall remain in full force and effect.</b>	

### 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)





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 TECHNOLOGY<sup>1</sup> TERMS AND CONDITIONS TO FORM CM11**

The following terms and conditions are added to the City of Boston Standard Contract General Conditions (Form CM11), to the extent permitted by law, for purposes of Contract number 45406 between the City of Boston and Ian-Tel Communications:

A. **Indemnification for Information Technology Contracts.** This paragraph A is in lieu of and replaces paragraph 7.3 of Form CM11. Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents and employees from all third party liabilities, suits, claims, damages, costs (including without limitation reasonable attorneys' fees), and losses related to (i) the injury or death of any individual, or (ii) loss or damage to any real or tangible personal property, arising out of the willful misconduct or negligent acts or omissions of Contractor or any of its agents, subcontractors, employees, suppliers, laborers, or any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract; or (iii) Contractor's breach of its confidentiality, data security or privacy obligations.

Further, the Contractor will, to the fullest extent permitted by law, indemnify, defend, and hold harmless the City, its officers, agents, and employees, from all third party liabilities, suits, claims, damages, costs (including without limitation reasonable attorneys' fees), and losses related to infringement or violation of any U.S. intellectual property rights, including copyright or patent, by any goods, services, software, or intangible deliverables provided hereunder, provided that the foregoing obligation shall not apply to the extent of an action or claim resulting from the City's misuse of Contractor's deliverables.

B. **Limitation of Liability for Information Technology Contracts.** Contractor's liability for damages to the City for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the greater of One Hundred Thousand Dollars (\$100,000.00) or two times the Purchase Price. The "Purchase Price" will mean the Not to Exceed Contract amount, including amendments. The foregoing limitation of liability shall not apply (i) to liability for copyright or patent infringement, or to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights; (ii) to claims arising under provisions herein calling for indemnification that include third party claims against the City for bodily injury to persons or damage to real or tangible personal property caused by Contractor's negligence or willful misconduct; or (iii) to Contractor's breach of its confidentiality, data security or privacy obligations, including without limitation, indemnification obligations.

The City's liability for damages for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the greater of One Hundred Thousand Dollars (\$100,000.00) or two times the Purchase Price, as that term is defined in section B. above. The City's liability for damages is subject to all privileges and immunities from liability enjoyed by Massachusetts cities and nothing herein shall be construed to waive or limit the City's sovereign immunity or any other immunity from suit provided by law.

In no event will either the Contractor or the City be liable for consequential, incidental, indirect, or special damages, including lost profits, lost revenue, or damages from lost data or records (unless the contract or Statement of Work requires the Contractor to back-up data or records), even if notification has been given as to the possibility of such damages, except (i) to the extent that Contractor's liability for such damages is specifically set forth in the Statement of Work or (ii) to the extent that Contractor's liability for such damages arises out of sub-section B(i), B(ii), or B(iii) above. Notwithstanding any other provision in this Contract, nothing herein is intended to limit the City's ability to recover, where applicable, the reasonable costs the City incurs to repair, return, replace or seek cover (purchase of comparable substitute goods or services) under a Contract. Nothing in this section shall limit the City's ability to negotiate higher limitations of liability in a particular Contract.

C. **Confidentiality, Data Security, and Privacy.** The Contractor agrees to maintain the security and confidentiality of all City Data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under M.G.L. c. 93H and c. 66A. The Contractor is required to comply with M.G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information. Provided further, that any Contractor having access to credit card or banking information of City or its customers certifies that the Contractor is PCI-DSS compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation of compliance during the Contract; provided further, that the Contractor shall immediately notify the City in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the City and provide access to any information necessary for the City to respond to the security breach and Contractor shall be fully responsible for any damages associated with the Contractor's breach including but not limited to M.G.L. c. 214, s. 3B.

D. **Rights to Data.** The City and Contractor agree that as between them, all rights, including all intellectual property rights, in and to Data shall remain the exclusive property of the City, and Contractor has a limited, non-exclusive license to access and use the Data as provided to Contractor solely for performing its obligations under the Contract. "Data" means any information, or other content that the City, the City's employees, agents and end users upload, create or modify using the software, goods or services pursuant to this Contract. Data also includes user identification information and metadata which may contain Data or from which the City's Data may be ascertainable. Nothing herein shall be construed to confer any license or right to the Data, including user tracking Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of Data by Contractor or third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" means the data

<sup>1</sup> "Information Technology" includes, but is not limited to, all electronic technology systems and services, automated information handling, system design and analysis, conversion of data, computer programming, information storage and retrieval, and telecommunications which include voice, video, and data communications.

mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized. City may access and download the Data during the Term of this Agreement.

**E. Work for Hire.** If Deliverables are identified as works made for hire, this paragraph applies. All rights in deliverables made by either party under this Contract, including all rights, title and interest in all intellectual property rights, are works made for hire and shall be owned by the City of Boston. To the extent, if any, that City does not own full right, title and interest in and to the deliverables pursuant to the previous sentence, Contractor hereby assigns all right, title and interest in the deliverables made or created by Contractor alone or jointly with others under this Contract, to the City. Contractor shall retain all right, title and interest and all proprietary rights in and to any methods, materials, technologies, tools (including software tools), design code, templates, applications, techniques and other know-how developed by or for Contractor prior to and/or independent of the services provided hereunder.

# 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](http://www.mass.gov/osc) under Guidance For Vendors - Forms or [www.mass.gov/osd](http://www.mass.gov/osd) under OSD Forms.

<b>CONTRACTOR LEGAL NAME:</b> Lan-Tel Communications, Inc. (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Operational Services Division <b>MMARS Department Code:</b> OSD	
<b>Legal Address:</b> (W-9, W-4, T&C): 1400 BOSTON PROVIDENCE TPKE, STE 3100, NORWOOD, MA 02062-5028		<b>Business Mailing Address:</b> 1 Ashburton Place, Rm 1017, Boston, MA 02108	
<b>Contract Manager:</b> Kate Waldron		<b>Billing Address (if different):</b>	
<b>E-Mail:</b> kwaldron@lan-tel.com		<b>Contract Manager:</b> Ashish Patel	
<b>Phone:</b> 781-551-8599	<b>Fax:</b>	<b>E-Mail:</b> ashish.s.patel@state.ma.us	
<b>Contractor Vendor Code:</b> VC6000177274, MMARS Line # 3		<b>Phone:</b> 617-720-3190	<b>Fax:</b> 617-727-4527
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> FAC64	
<u>___</u> <b>NEW CONTRACT</b>		<u>X</u> <b>CONTRACT AMENDMENT</b>	
<b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only) <u>___</u> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <u>___</u> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <u>___</u> <b>Department Procurement</b> (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <u>___</u> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <u>___</u> <b>Contract Employee</b> (Attach <b>Employment Status Form</b> , scope, budget) <u>___</u> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date <b>Prior</b> to Amendment: <u>May 31, 2018</u> Enter Amendment Amount: \$ <u>No Change</u> (or "no change") <b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.) <u>X</u> <b>Amendment to Scope or Budget</b> (Attach updated scope and budget) <u>___</u> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <u>___</u> <b>Contract Employee</b> (Attach any updates to scope or budget) <u>___</u> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification and updated scope and budget)	
The following <b>COMMONWEALTH TERMS AND CONDITIONS (T&amp;C)</b> 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			
<b>COMPENSATION:</b> (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> <b>Rate Contract</b> (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> <b>Maximum Obligation Contract</b> Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ _____			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> 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 <b>Prompt Pay Discounts Policy</b> .)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (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.			
<b>ANTICIPATED START DATE:</b> (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 <b>Effective Date</b> (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the <b>Effective Date</b> . <u>___</u> 2. may be incurred as of <u>___</u> , 20 <u>___</u> , a date <b>LATER</b> than the <b>Effective Date</b> below and <b>no</b> obligations have been incurred <b>prior</b> to the <b>Effective Date</b> . <u>___</u> 3. were incurred as of <u>___</u> , 20 <u>___</u> , a date <b>PRIOR</b> to the <b>Effective Date</b> below, and the parties agree that payments for any obligations incurred prior to the <b>Effective Date</b> 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.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>May 31, 2019</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> 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 <b>Contractor Certifications</b> (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 <b>Commonwealth Terms and Conditions</b> , this Standard Contract Form including the <b>Instructions and Contractor Certifications</b> , 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.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b>	
X:  Date: <u>11/3/18</u>	X:  Date: <u>1/29/18</u>		
(Signature and Date Must Be Handwritten At Time of Signature)		(Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u>Joseph H. Rodio</u>	Print Name: <u>Kathleen Kelly</u>		
Print Title: <u>President/CEO</u>	Print Title: <u>Deputy Assistant Secretary</u>		



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



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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**

*Unit-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

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  
U

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  
FATPOT INTEGRATION-BostonOffice  
LOCATION:

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	+
<b>51,520.00</b>	=

016-2-2 CIMS Maintenance/Enhancements



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 +



# City of Boston Purchase Order

## City of Boston

Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States

Dispatched		
<b>Purchase Order</b> BOSTN-0000687995	<b>Date</b> 2018-02-21	<b>Revision</b> 1 -
<b>Payment Terms</b> 00	<b>Freight Terms</b> DES PPD	
<b>Buyer</b> 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

APPROVED AS ORIGINAL

SP SP 10/1/18



LAN-TEL Communications, Inc.  
1400 Providence Highway  
Suite 3100  
Norwood, MA 02062  
781.551.8599 Fax 781.551.8667  
www.lan-tel.com

CITY OF BOSTON AUDITING DEPT.  
ATTN: ACCOUNTS PAYABLE  
ONE CITY HALL - ROOM M-4  
BOSTON, MA 02201

INVOICE ID: 9917963  
DRAW ID: 2  
DATE: August 15, 2018

CONTRACT ID: 17-0334-20  
QUINCY PANASONIC QD-AuditingDe  
LOCATION:

SALESPERSON:  
CUSTOMER ID: COBOSAU  
PO #: 679727  
Terms: Net 0

FOR WORK PERFORMED: 3 PANASONIC WWSW395 CAMERAS WILL BE INSTALLED TO VIEW AND RECORD UPON THE DIRECTIONS OF THE QUINCY POLICE DEPARTMENT (QPD). THE CAMERA WILL BE INTEGRATED ONTO THE EXISTING QP VIEW COMMANDER NETWORK. PO # 679727

PANASONIC HD PTS WWSW395	QUANTITY 3	PO AMOUNT \$ 2,931.50	\$ 8,794.50	
PANASONIC CAMERA ARM WV-Q-122	QUANTITY 3	AMOUNT \$520.00	\$ 1,560.00	
MULTIBAND ANTENNA BMLPVDS700/2500	QUANTITY 6	AMOUNT \$ 61.31	\$ 367.86	
MAZRAD ANTENNA MOUNT NIMO58U-NC	QUANTITY 6	AMOUNT \$ 149.50	\$ 897.00	
CHATSWORTH NEMA ENCLOSURE 16 X 14	QUANTITY 3	AMOUNT 312.00	\$ 936.00	
SIERRA RAVEN RV50 MODEM	QUANTITY 3	AMOUNT \$ 669.96	\$ 2,009.88	0* *
ALTRONIX 24 V POWER SUPPLIES	QUANTITY 3	AMOUNT \$ 52.00	\$ 156.00	
RSA SMA MALE CONN RSA-3000-C	QUANTITY 6	AMOUNT \$ 12.70	\$ 76.20	8,794.50 +
SIERRA 12 VOLT POWER SUPPLY	QUANTITY 6	AMOUNT \$ 38.68	\$ 232.08	1,560.00 +
MISC, HARDWARE, FASTNERERS AND SHIPPING	QUANTITY 3	AMOUNT \$ 162.50	\$ 487.50	367.86 +
VIEWCOMMANDER LICENSE	QUANTITY 3	AMOUNT \$ 71.50	\$ 214.50	897.00 +
DVTEL CAMERA LICENSE	QUANTITY 3	AMOUNT \$ 162.50	\$ 487.50	936.00 +
LCOMM POLE BRACKETS	QUANTITY 6	AMOUNT \$ 26.00	\$ 156.00	2,009.88 +
ASSEMBLY LABOR AND PROGRAMMING	QUANTITY 1	AMOUNT \$ 1,872.00	\$ 1,872.00	156.00 +
TOTAL			\$ 18,247.02	76.20 +

BILLING IN THE AMOUNT OF: \$18,247.02

ATTN: ACCOUNTS PAYABLE

AMOUNT DUE THIS INVOICE

Credit Card Payments will incur fee of 3.5%

INTEREST @ 1.5% WILL BE CHARGED ON INVOICES OVER 60 DAYS.

OK  
SP  
10/1/18

OK to pay  
SP  
10/1/18

\$18,247.02

V16-2-1 Cyber Security + Target Hardening

04MD-01-VCAM



# City of Boston Purchase Order

## City of Boston

Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States

Dispatched		
<b>Purchase Order</b> BOSTN-0000679727	<b>Date</b> 2017-06-09	<b>Revision</b>
<b>Payment Terms</b> Net 30	<b>Freight Terms</b> DES PPD	
<b>Buyer</b> Lamberti,Arlene		

**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:** Quincy Police Department  
1 Sea Street  
Attn. Lt. Bob Gillian  
Quincy MA 02169  
United States  
**Attention:** Not Specified

Tax Exempt? N

State Tax Exempt ID:

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	Panasonic HD PTS WVSW395	3.00	EA	2931.50	8794.50	06/14/2017
	55940-200-231856-508F-2306-2017-HLS17002	3.00				
2 - 1	Panasonic camera arm WV-Q-122	3.00	EA	520.00	1560.00	06/14/2017
	55940-200-231856-508F-2306-2017-HLS17002	3.00				
3 - 1	Multiband Antenna BMLPVDB700/2500	6.00	EA	61.31	367.86	06/14/2017
	55940-200-231856-508F-2306-2017-HLS17002	6.00				
4 - 1	Maxrad Antenna Mount NIMO58U- NC	6.00	EA	149.50	897.00	06/14/2017
	55940-200-231856-508F-2306-2017-HLS17002	6.00				
5 - 1	Chatsworth NEMA Enclosure 16 x 14 TS1030503	3.00	EA	312.00	936.00	06/14/2017
	55940-200-231856-508F-2306-2017-HLS17002	3.00				
6 - 1	Sierra raven RV50 Modem AL- 11002555	3.00	EA	669.96	2009.88	06/14/2017
	55940-200-231856-508F-2306-2017-HLS17002	3.00				



# 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-0000679727	2017-06-09	
Payment Terms	Freight Terms	
Net 30	DES PPD	
Buyer		
Lamberti,Arlene		

**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:** Quincy Police Department  
1 Sea Street  
Attn. Lt. Bob Gillian  
Quincy MA 02169  
United States  
**Attention:** Not Specified

Tax Exempt? N

State Tax Exempt ID:

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
7 - 1	ALTRONIX 24 v Power Supplies T2428175	3.00	EA	52.00	156.00	06/14/2017
	55940-200-231856-508F-2306-2017-HLS17002	3.00				
8 - 1	RSA SMA Male CONN RSA-3000-C	6.00	EA	12.70	76.20	06/14/2017
	55940-200-231856-508F-2306-2017-HLS17002	6.00				
9 - 1	Sierra 12 Volt power supply	6.00	EA	38.68	232.08	06/14/2017
	55940-200-231856-508F-2306-2017-HLS17002	6.00				
10 - 1	Misc. HArDware, fasteners and shipping	3.00	EA	162.50	487.50	06/14/2017
	55940-200-231856-508F-2306-2017-HLS17002	3.00				
11 - 1	Viewcommander License	3.00	EA	71.50	214.50	06/14/2017
	55940-200-231856-508F-2306-2017-HLS17002	3.00				
12 - 1	DVtel Camera License	3.00	EA	162.50	487.50	06/14/2017
	55940-200-231856-508F-2306-2017-HLS17002	3.00				



# 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-0000679727	2017-06-09	
Payment Terms	Freight Terms	
Net 30	DES PPD	
Buyer		
Lamberti,Arlene		

**Vendor:** 0000019146  
Lan-Tel Communications Inc.  
1400 Providence Highway, Building 3, Suite 3100  
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**Bill To:** Auditing Department  
One City Hall  
Room M-4  
Boston MA 02201  
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**Ship To:** Quincy Police Department  
1 Sea Street  
Attn. Lt. Bob Gillian  
Quincy MA 02169  
United States  
**Attention:** Not Specified

Tax Exempt? N

State Tax Exempt ID:

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
13 - 1	Lcomm Pole Brackets	6.00	EA	26.00	156.00	06/14/2017
	55940-200-231856-508F-2306-2017-HLS17002	6.00				
14 - 1	Assembly labor and programming	1.00	EA	1872.00	1872.00	06/14/2017
	55940-200-231856-508F-2306-2017-HLS17002	1.00				

**Total PO Amount** 18247.02

\*\*\*\*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	
Kevin Coyne	Sally Glora	10/9/2018
Department Head/Purchasing Agent/BPS Business Manager	City Auditor/BPS Business Manager	
This is not a valid purchase order without the above signatures.		



# Event Details

## City of Boston Procurement

Event ID	Format	Type	Page
BOSTN-EV00004425	Sell	RFx	1
Event Round	Version		
1	1		
Event Name			
QUINCY POLICE DEPT- CAMERA EQUIPMENT			
Start Time		Finish Time	
06/01/2017 09:00:00 EDT		06/09/2017 15:00:00 EDT	

**Bidder:**  
**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States

**Contact:** Lamberti, Arlene  
**Phone:** 617 635 3705  
**Email:** Arlene.Lamberti@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 06/08/2017 15:07:16 EDT  
**Total Bid Amount:** 18,247.02

### Event Description

CAMERA EQUIPMENT & ACCESSORIE"S

### General Comments

- BID WILL BE AWARDED IN TOTAL TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER MEETING SPECIFICATIONS

### General Questions

1. Please review the below instructions for responding to this bid.

#### IF RESPONDING ONLINE THROUGH THE SUPPLIER PORTAL:

Please answer the questions asked in this bid event, including any file attachment uploads. Certain questions will require an answer in order to submit your response, while other questions are optional when they pertain to your company. Some questions require a specific answer which will be identified to you. You will be warned of disqualification if you answer with an unacceptable answer prior to submission.

Provide a price quote for all requested line items. In some cases, you may indicate that you are declining to bid on a certain line item by clicking the 'No Bid' checkbox.

After answering the questions and listing your price quotes, you may click the "Validate Entries" button to perform a check to determine if you've responded to all required elements of the bid response. When all required fields are complete and you are ready to submit your bid response to The City of Boston click the "Submit Bid" button. When you click "Submit Bid" it may take a moment for the system to process your bid response. Once it is successfully processed, you will receive a Bid Confirmation message confirming that your bid was submitted. You will also receive an e-mail confirming your bid submission. If you do not receive a Bid Confirmation screen and email, please review your bid and be sure you press the Submit Bid button. If you go back to make any edits to your bid, note that the "Save For Later" button will remove your bid from Submitted status so be sure to press the "Submit Bid" button after the edits are complete. Your bid will not be considered until it is officially submitted.

#### IF RESPONDING THROUGH A HARD-COPY PAPER PACKAGE:

Please answer all questions asked in this bid event, including inserting any requested file attachments. Certain questions require an answer in order to be considered a valid response.

Be sure to answer every question that is labeled with the phrase "RESPONSE REQUIRED: YES". Some questions may require a specific answer which will be identified to you. Those questions will be labeled as "MANDATORY RESPONSE REQUIRED: YES". Bid submissions must include the mandatory response to be eligible for award.

Provide a price quote for all requested line items. In some cases, you may indicate that you are declining to bid on a certain line item by clicking the 'No Bid' checkbox.

#### 2. BID EVENT AND CONTRACT TERMS AND CONDITIONS

I confirm that I have read, fully understand, and agree to comply with all terms and conditions that are associated with this bid event and the eventual contract.

If responding electronically through the Supplier Portal, please click the "View Associated Terms" to access the Standard Contract General Conditions.

For vendors who submit paper-based responses, the Standard Contract General Conditions will be listed below.

Options: I Agree

Select One



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00004425	Sell	RFx	2
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
QUINCY POLICE DEPT- CAMERA EQUIPMENT			
<b>Start Time</b>		<b>Finish Time</b>	
06/01/2017 09:00:00 EDT		06/09/2017 15:00:00 EDT	

**Bidder:**  
**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States  
**Contact:** Lamberti,Arlene  
**Phone:** 617 635 3705  
**Email:** Arlene.Lamberti@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 06/08/2017 15:07:16 EDT  
**Total Bid Amount:** 18,247.02

### General Questions

 X

I Do Not Agree

Required: Yes Mandatory Response: Yes

### Associated Terms:

---

#### 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



# Event Details (cont.)

## City of Boston Procurement

Event ID	Format	Type	Page
BOSTN-EV00004425	Sell	RFx	3
Event Round	Version		
1	1		
Event Name			
QUINCY POLICE DEPT- CAMERA EQUIPMENT			
Start Time		Finish Time	
06/01/2017 09:00:00 EDT		06/09/2017 15:00:00 EDT	

**Bidder:**  
**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States  
**Contact:** Lamberti,Arlene  
**Phone:** 617 635 3705  
**Email:** Arlene.Lamberti@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 06/08/2017 15:07:16 EDT  
**Total Bid Amount:** 18,247.02

### General Questions

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 furnish 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.



# Event Details (cont.)

## City of Boston Procurement

Event ID	Format	Type	Page
BOSTN-EV00004425	Sell	RFx	4
Event Round	Version		
1	1		
Event Name			
QUINCY POLICE DEPT- CAMERA EQUIPMENT			
Start Time		Finish Time	
06/01/2017 09:00:00 EDT		06/09/2017 15:00:00 EDT	

**Bidder:**  
**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States  
**Contact:** Lamberti,Arlene  
**Phone:** 617 635 3705  
**Email:** Arlene.Lamberti@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 06/08/2017 15:07:16 EDT  
**Total Bid Amount:** 18,247.02  
**General Questions**

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



# Event Details (cont.)

## City of Boston Procurement

Event ID	Format	Type	Page
BOSTN-EV00004425	Sell	RFx	5
Event Round	Version		
1	1		
Event Name			
QUINCY POLICE DEPT- CAMERA EQUIPMENT			
Start Time		Finish Time	
06/01/2017 09:00:00 EDT		06/09/2017 15:00:00 EDT	

**Bidder:**  
**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States  
**Contact:** Lamberti,Arlene  
**Phone:** 617 635 3705  
**Email:** Arlene.Lamberti@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 06/08/2017 15:07:16 EDT  
**Total Bid Amount:** 18,247.02  
**General Questions**

omissions of the Contractor, its agents, or employees.

11.7 In furtherance of the Mayor's Executive Order "Minority and Women Business Enterprise Development" dated December 31, 1987 and the Ordinance entitled "Promoting Minority and Women Owned Business Enterprises in the City of Boston" (Ordinances of 1987, Chapter 14, as amended), it is understood and agreed by the Contractor, and the Contractor by the execution of this Contract so certifies, as follows:

(1) That the Contractor shall actively solicit bids for the subcontracting of goods and services from certified minority and women businesses; (2) That in reviewing substantially equal proposals the Contractor shall give additional consideration to the award of subcontracts to certified minority and women bidders.

11.8 The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the U.S. government, the Commonwealth of Massachusetts, or any of its subdivisions.

11.9 The Contractor certifies that neither it nor any of its subcontractors have been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. 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 the 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.

#### ARTICLE 12 -- AVAILABLE APPROPRIATION:

12.1 This Contract and payments hereunder are subject to the availability of an appropriation therefor. Any oral or written representations, commitments, or assurances made by the Official or any other City representatives are not binding. Contractors should verify funding prior to beginning performance.

12.2 If the Contract is funded under a grant with the Federal Government, it is being executed without further appropriation pursuant to General Laws c. 44, s.53A.

12.3 When the amount of the City Auditor's certification of available funds is less than the face amount of the Contract, the City shall not be liable for any claims or requests for payment by the Contractor which would cause total claims or payments under this Contract to exceed the amount so certified.

12.4 Unless otherwise expressly provided in a writing incorporated herein by reference, the amount certified by the City Auditor as available funds under this Contract may be increased or decreased by the Official with the written approval of such change by the City Auditor. In the event of any decrease in the amount certified, the Contractor shall be compensated for services rendered to the effective date of such reduction, in accordance with the rates of compensation specified in this Contract.

#### ARTICLE 13 -- RELEASE OF CITY ON FINAL PAYMENT:

13.1 Acceptance by the Contractor of payment from the City for final services under this Contract shall be deemed to release forever the City from all claims and liabilities, except those which the Contractor notifies the Official in writing within six (6) months after such payment.

#### ARTICLE 14 -- PUBLIC RECORDS AND ACCESS:

14.1 The Contractor shall provide full access to records related to performance and compliance to the City for seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

#### ARTICLE 15 -- STATE TAXATION CERTIFICATION:

15.1 Pursuant to M.G.L. c. 62C, s. 49A, the Contractor certifies under penalties of perjury, that to the best of Contractor's knowledge and belief, Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

(NOTE: The Taxpayer Identification Number will be furnished to the Massachusetts Department of Revenue to determine compliance with the above-referenced law).



# Event Details (cont.)

## City of Boston Procurement

Event ID	Format	Type	Page
BOSTN-EV00004425	Sell	RFx	6
Event Round	Version		
1	1		
Event Name			
QUINCY POLICE DEPT- CAMERA EQUIPMENT			
Start Time		Finish Time	
06/01/2017 09:00:00 EDT		06/09/2017 15:00:00 EDT	

**Bidder:**  
**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States

**Contact:** Lamberti,Arlene  
**Phone:** 617 635 3705  
**Email:** Arlene.Lamberti@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 06/08/2017 15:07:16 EDT  
**Total Bid Amount:** 18,247.02  
**General Questions**

### 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.

## 3. BID SUBMISSION TERMS AND CONDITIONS

Before submitting any bids, the bidders shall fully inform themselves in regard to all conditions pertaining to the solicitation and all required terms and conditions for carrying out the contract. By filing a bid, the bidders do thereby represent that they have so informed themselves. This solicitation hereby expressly incorporates by reference any and all documents referred to therein, including without limitation the Advertisement, the Purchase Description and Specifications, the Evaluation Criteria, the City of Boston Standard Contract General Conditions, all other contractual terms and conditions applicable to the solicitation, and any addenda to the solicitation.

By submitting this response, the bidder certifies, under the pains and penalties of perjury, that it has submitted a response to this solicitation that is the bidder's offer to this solicitation. The City of Boston's Standard Contract General Conditions and all additional terms and conditions included in the solicitation and any addenda thereto shall be deemed accepted by the bidder and included as part of the final contract. The submitter attests that s/he is an agent of the bidder with authority to submit this bid on the bidder's behalf, and that s/he has read and assented to all of the solicitation terms.

The bidder 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.

All responses and information submitted in response to this solicitation are subject to the Massachusetts Public Records Law, M.G.L., Chapter 66, Section 10, and to Chapter 4, Section 7, Subsection 26. Any statements in submitted responses that are inconsistent with these statutes shall be disregarded.

Bidders are solely responsible for obtaining all information distributed for this solicitation and it is each bidder's responsibility to check for any addenda or modifications to this solicitation. The City of Boston accepts no responsibility and will provide no accommodation to bidders who submit a response based on an out-of-date solicitation or on information received from a source other than the City of Boston. It is the bidder's responsibility to keep the bidder's contact information current.

The City of Boston assumes no responsibility if a bidder's designated email address is not current, or if technical problems, including those with the bidder's computer, network or internet service provider (ISP), cause e-mail communications between the bidder and the City of Boston to be lost or rejected by any means including email or spam filtering.



# Event Details (cont.)

## City of Boston Procurement

Event ID	Format	Type	Page
BOSTN-EV00004425	Sell	RFx	7
Event Round	Version		
1	1		
Event Name			
QUINCY POLICE DEPT- CAMERA EQUIPMENT			
Start Time		Finish Time	
06/01/2017 09:00:00 EDT		06/09/2017 15:00:00 EDT	

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Room 808  
Boston MA 02201  
United States

**Contact:** Lamberti, Arlene  
**Phone:** 617 635 3705  
**Email:** Arlene.Lamberti@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 06/08/2017 15:07:16 EDT  
**Total Bid Amount:** 18,247.02

### General Questions

Online bidders must, if notified of contract award and if requested by the City of Boston, submit any contract documents, or any documents submitted or included as part of the solicitation, on paper with original ink signatures unless otherwise specified, within ten (10) calendar days of such a request.

\*\*Approved as to form by Corporation Counsel June 2012\*\*

Do you agree to these bid submission terms and conditions?

Options: I Agree  
I Do Not Agree

Required: Yes Mandatory Response: Yes

Select One

X

4. I certify 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.

Electronic responders on the Supplier Portal: Please type your name in the Response location below to certify.

Paper-based responders: Please sign your name in the Response box provided.

Required: Yes Mandatory Response: No

**Response**  
**Kate Waldron**

### 5. CITY OF BOSTON'S CORI POLICY COMPLIANCE

The City of Boston is subject to City of Boston Code, Chapter 4, section 7 (click the View Associated Terms link below to view), 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 persons with criminal backgrounds through the Criminal Offender Record Information (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.

Instructions for Responding to the CORI Compliance Bid Factor:

A vendor should not select option 1 unless it performs NO CORI checks on any applicant.  
A vendor that selects option 2 certifies, under penalties of perjury, that its CORI policy is consistent with the standards set by the City of Boston (click the View Associated Terms link below to view). A vendor with a CORI policy that does not conform to the City of Boston standards must select option 3. Vendors that select option 3 will not be permitted to enter into contracts with the City of Boston, absent a waiver, as provided in City of Boston Code, Chapter 4, section 7.4.

All vendors must select one of the 3 options below as to its use of CORI checks, under penalties of perjury:

Options: CORI checks are not performed on any applicants.  
CORI checks are consistent with City of Boston standards.

Select One

X



# Event Details (cont.)

## City of Boston Procurement

Event ID	Format	Type	Page
BOSTN-EV00004425	Sell	RFx	8
Event Round	Version		
1	1		
Event Name			
QUINCY POLICE DEPT- CAMERA EQUIPMENT			
Start Time		Finish Time	
06/01/2017 09:00:00 EDT		06/09/2017 15:00:00 EDT	

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**Email:** Arlene.Lamberti@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 06/08/2017 15:07:16 EDT  
**Total Bid Amount:** 18,247.02

**General Questions**

CORI checks are not consistent with City of Boston standards

Required: Yes Mandatory Response: No

Associated Terms:

### CITY OF BOSTON CORI POLICY

By selecting option 2 of the CORI bid factor question, Vendor affirms that its CORI related policies, practices, and standards are consistent with the following City of Boston 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 and federal laws regarding CORI.

APPROVED AS TO FORM BY CORPORATION COUNSEL JUNE 2014

City of Boston CORI Ordinance

4-7 CORI SCREENING BY VENDORS OF THE CITY OF BOSTON.

4-7.1 Purpose.

These sections are intended to ensure that the persons and businesses supplying goods and/or services to the City of Boston deploy fair policies relating to the screening and identification of persons with criminal backgrounds through the CORI system.

4-7.2 Definitions.

Unless specifically indicated otherwise, these definitions shall apply and control in CBC 4-7.

Applicant means any current or prospective employee, licensee, or volunteer and includes all persons included in 803 CMR 2.03.



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00004425	Sell	RFx	9
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
QUINCY POLICE DEPT- CAMERA EQUIPMENT			
<b>Start Time</b>		<b>Finish Time</b>	
06/01/2017 09:00:00 EDT		06/09/2017 15:00:00 EDT	

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**Contact:** Lamberti,Arlene  
**Phone:** 617 635 3705  
**Email:** Arlene.Lamberti@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
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**Total Bid Amount:** 18,247.02  
**General Questions**

Awarding authority means any department, agency, or office of the City of Boston that purchases goods and/or services from a vendor.  
CHSB means the Criminal History Systems Board defined in MGL c6 and 803CMR 2.00.  
City means the City of Boston or department, agency, or office thereof.  
Otherwise qualified means any applicant that meets all other criteria for a position or consideration for a position.  
Vendor means any vendor, contractor, or supplier of goods and/or services to the City of Boston.

4-7.3 CORI-Related Standards of the City of Boston.  
The City of Boston will do business only with vendors that have adopted and employ CORI-related policies, practices, and standards that are consistent with City standards.  
The City of Boston employs CORI-related policies and practices that are fair to all persons involved and seeks to do business with vendors that have substantially similar policies and practices. The awarding authority shall review all vendors' CORI policies for consistency with City standards. The awarding authority shall consider all vendors' CORI standards as part of the criteria to be evaluated in the awarding of a contract and will consider a vendor's execution of the CORI standards to be evaluated among the performance criteria of a contract. The awarding authority shall consider any vendor's deviation from the CORI standards as grounds for rejection, rescission, revocation, or any other termination of the contract.  
The CORI-related policies and practices of the City include, but are not limited to:

- The City does not conduct a CORI check on an applicant unless a CORI check is required by law or the City has made a good faith determination that the relevant position is of such sensitivity that a CORI report is warranted.
- The City reviews the qualifications of an applicant and determines that an applicant is otherwise qualified for the relevant position before the City conducts a CORI check. The City does not conduct a CORI check for an applicant that is not otherwise qualified for a relevant position.
- If the City has been authorized by the CHSB to receive CORI reports consisting solely of conviction and case-pending information and the CORI report received by the City contains other information (i.e. cases disposed favorably for the applicant such as not guilty, dismissal) then the City informs the applicant and provides the applicant with a copy of CHSB's information for the applicant to pursue correction.
- When the City receives a proper CORI report of an applicant that contains only the CORI information that the City is authorized to receive and the City is inclined to refuse, rescind, or revoke the offer of a position to an applicant then the City fully complies with 803 CMR 6.11 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 City, informing the applicant of the specific parts of the CORI report that concern the City, providing an opportunity for the applicant to discuss the CORI report with the City 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 6.11.
- The City makes final employment-related decisions based on all of the information available to the City, including the seriousness of the crime(s), the relevance of the crime(s), the number of 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 City is adverse to the applicant and results in the refusal, rescission, or revocation of a position with the City then the City promptly notifies the applicant of the decision and the specific reason(s) therefor.

4-7.4 Waiver.  
Under exigent circumstances, an awarding authority, by its highest ranking member, may grant a waiver of CBC 4-7.3 on a contract-by-contract basis and shall submit a written record of the waiver to the Office of Civil Rights and to the Boston City Council's Staff Director who shall provide a copy to each and every City Councillor. The written record shall include, but not be limited to, (a) a summary of the terms of the contract, (b) the details of the vendor's failure or refusal to conform with the City's CORI-related standards, and (c) a brief analysis of the exigency causing the grant of waiver.  
No waiver may be considered perfected unless the awarding authority fully complies with the provisions of this sub-section.

4-7.5 Data Collection and Report.  
Any awarding authority, vendor, applicant, or other interested party may contact the Office of Civil Rights to report any problems, concerns, or suggestions regarding the implementation, compliance, and impacts of these sections, and the Office of Civil Rights shall log every comment received with a summary of the comment and shall keep on file any written comments. Subsequent to logging any comment, the Office of Civil Rights may refer a complaint to the CHSB and shall notify the relevant awarding authority. The Office of Civil Rights shall prepare a written report including, but not limited to, a summary of the



# Event Details (cont.)

## City of Boston Procurement

Event ID	Format	Type	Page
BOSTN-EV00004425	Sell	RFx	10
Event Round	Version		
1	1		
Event Name			
QUINCY POLICE DEPT- CAMERA EQUIPMENT			
Start Time		Finish Time	
06/01/2017 09:00:00 EDT		06/09/2017 15:00:00 EDT	

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Boston MA 02201  
United States

**Contact:** Lamberti, Arlene  
**Phone:** 617 635 3705  
**Email:** Arlene.Lamberti@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 06/08/2017 15:07:16 EDT  
**Total Bid Amount:** 18,247.02

### General Questions

granted waivers, a summary of any feedback regarding CORI-related policies and/or practices, and any other information or analysis deemed noteworthy by the Director of the Office of Civil Rights. The Office of Civil Rights shall file the report with the Boston City Council via the Boston City Clerk every six (6) months from the implementation date of these sections.

#### 4-7.6 Applicability.

If any provision of these sections imposes greater restrictions or obligations than those imposed by any other general law, special law, regulation, rule, ordinance, order, or policy then the provisions of these sections shall control.

#### 4-7.7 Regulatory Authority.

The Office of Civil Rights shall have the authority to promulgate rules and regulations necessary to implement and enforce these sections and may promulgate a form of the affidavit.

#### 4-7.8 Severability.

If any provision of these sections shall be held to be invalid by a court of competent jurisdiction, then such provision shall be considered separately and apart from the remaining provisions, which shall remain in full force and effect.

#### 4-7.9 Implementation.

The provisions of these sections shall be effective on July 1, 2006.

## 6. EXCLUDED OR DEBARRED PARTIES CERTIFICATION

The City of Boston will not enter into a business relationship with persons or entities currently debarred or suspended from procurement by the federal or state government or the City of Boston.

I certify that the person(s) or entity(ies) responding to this procurement are not debarred, suspended, proposed for debarment, or otherwise declared ineligible from doing business with the federal or state government or the City of Boston, and that such person(s) or entity(ies) are not listed as debarred or excluded parties under the federal government's System for Award Management ([www.sam.gov](http://www.sam.gov)) or the Commonwealth of Massachusetts' Debarment lists (<http://www.mass.gov/anf/budget-taxes-and-procurement/procurement-info-and-res/conduct-a-procurement/procurement-considerations/vendor-debarment.html>).

Required: Yes Mandatory Response: No

Y

## 7. Legal Form of Business Entity. The bidder/offeror/contractor responding to this Event is a/an:

- Options:
- Individual
  - Partnership
  - Limited Liability Partnership (LLP)
  - Corporation
  - Limited Liability Company (LLC)
  - Joint Venture
  - Trust
  - Other

Required: Yes Mandatory Response: No

Select One

X



# Event Details (cont.)

## City of Boston Procurement

Event ID	Format	Type	Page
BOSTN-EV00004425	Sell	RFx	11
Event Round	Version		
1	1		
Event Name			
QUINCY POLICE DEPT- CAMERA EQUIPMENT			
Start Time		Finish Time	
06/01/2017 09:00:00 EDT		06/09/2017 15:00:00 EDT	

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**General Questions**



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00004425	Sell	RFx	12
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
QUINCY POLICE DEPT- CAMERA EQUIPMENT			
<b>Start Time</b>		<b>Finish Time</b>	
06/01/2017 09:00:00 EDT		06/09/2017 15:00:00 EDT	

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**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 06/08/2017 15:07:16 EDT  
**Total Bid Amount:** 18,247.02

### Line Details

			<b>No Bid:</b>	<input type="text" value="N"/>
<b>Line:</b> 1	<b>Item ID:</b>	<b>Line Qty:</b> 3.00	<b>UOM:</b> Each	<b>Bid Qty:</b> <input type="text" value="3"/>
<b>Required:</b> No		<b>Reserve Price:</b> No		<b>Min/Max Qty:</b> No min / No max
<b>Description:</b> Panasonic HD PTS WVSW395				

Question	Response
1. What is your bid price for this line?	<input type="text" value="2931.5"/>
<b>Required:</b> Yes <b>Mandatory Response:</b> No	

			<b>No Bid:</b>	<input type="text" value="N"/>
<b>Line:</b> 2	<b>Item ID:</b>	<b>Line Qty:</b> 3.00	<b>UOM:</b> Each	<b>Bid Qty:</b> <input type="text" value="3"/>
<b>Required:</b> No		<b>Reserve Price:</b> No		<b>Min/Max Qty:</b> No min / No max
<b>Description:</b> Panasonic camera arm WV-Q-122				

Question	Response
1. What is your bid price for this line?	<input type="text" value="520"/>
<b>Required:</b> Yes <b>Mandatory Response:</b> No	

			<b>No Bid:</b>	<input type="text" value="N"/>
<b>Line:</b> 3	<b>Item ID:</b>	<b>Line Qty:</b> 6.00	<b>UOM:</b> Each	<b>Bid Qty:</b> <input type="text" value="6"/>
<b>Required:</b> No		<b>Reserve Price:</b> No		<b>Min/Max Qty:</b> No min / No max
<b>Description:</b> Multiband Antenna BMLPVDB700/2500				



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00004425	Sell	RFx	13
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
QUINCY POLICE DEPT- CAMERA EQUIPMENT			
<b>Start Time</b>		<b>Finish Time</b>	
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**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 06/08/2017 15:07:16 EDT  
**Total Bid Amount:** 18,247.02

Question	Response
1. What is your bid price for this line?	61.31

Required: Yes Mandatory Response: No

No Bid:

<b>Line:</b> 4	<b>Item ID:</b>	<b>Line Qty:</b> 6.00	<b>UOM:</b> Each	<b>Bid Qty:</b> <input type="text" value="6"/>
<b>Required:</b> No <b>Reserve Price:</b> No				<b>Min/Max Qty:</b> No min / No max

**Description:** Maxrad Antenna Mount NIMO58U-NC

Question	Response
1. What is your bid price for this line?	149.5

Required: Yes Mandatory Response: No

No Bid:

<b>Line:</b> 5	<b>Item ID:</b>	<b>Line Qty:</b> 3.00	<b>UOM:</b> Each	<b>Bid Qty:</b> <input type="text" value="3"/>
<b>Required:</b> No <b>Reserve Price:</b> No				<b>Min/Max Qty:</b> No min / No max

**Description:** Chatsworth NEMA Enclosure 16 x 14 TS1030503

Question	Response
1. What is your bid price for this line?	312

Required: Yes Mandatory Response: No



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00004425	Sell	RFx	14
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
QUINCY POLICE DEPT- CAMERA EQUIPMENT			
<b>Start Time</b>		<b>Finish Time</b>	
06/01/2017 09:00:00 EDT		06/09/2017 15:00:00 EDT	

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Boston MA 02201  
United States  
**Contact:** Lamberti, Arlene  
**Phone:** 617 635 3705  
**Email:** Arlene.Lamberti@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 06/08/2017 15:07:16 EDT  
**Total Bid Amount:** 18,247.02

**No Bid:**

**Line:** 6 **Item ID:** **Line Qty:** 3.00 **UOM:** Each  
**Required:** No **Reserve Price:** No

**Bid Qty:**

**Min/Max Qty:** No min / No max

**Description:** Sierra raven RV50 Modem AL-11002555

Question	Response
1. What is your bid price for this line?	669.96

**Required:** Yes **Mandatory Response:** No

**No Bid:**

**Line:** 7 **Item ID:** **Line Qty:** 3.00 **UOM:** Each  
**Required:** No **Reserve Price:** No

**Bid Qty:**

**Min/Max Qty:** No min / No max

**Description:** ALTRONIX 24 v Power Supplies T2428175

Question	Response
1. What is your bid price for this line?	52

**Required:** Yes **Mandatory Response:** No

**No Bid:**

**Line:** 8 **Item ID:** **Line Qty:** 6.00 **UOM:** Each  
**Required:** No **Reserve Price:** No

**Bid Qty:**

**Min/Max Qty:** No min / No max

**Description:** RSA SMA Male CONN RSA-3000-C



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00004425	Sell	RFx	15
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
QUINCY POLICE DEPT- CAMERA EQUIPMENT			
<b>Start Time</b>		<b>Finish Time</b>	
06/01/2017 09:00:00 EDT		06/09/2017 15:00:00 EDT	

**Bidder:**  
**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States  
**Contact:** Lamberti, Arlene  
**Phone:** 617 635 3705  
**Email:** Arlene.Lamberti@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 06/08/2017 15:07:16 EDT  
**Total Bid Amount:** 18,247.02

Question	Response
1. What is your bid price for this line?	12.7

Required: Yes Mandatory Response: No

No Bid:

<b>Line:</b> 9	<b>Item ID:</b>	<b>Line Qty:</b> 6.00	<b>UOM:</b> Each	<b>Bid Qty:</b> <input type="text" value="6"/>
<b>Required:</b> No	<b>Reserve Price:</b> No			<b>Min/Max Qty:</b> No min / No max

**Description:** Sierra 12 Volt power supply

Question	Response
1. What is your bid price for this line?	38.68

Required: Yes Mandatory Response: No

No Bid:

<b>Line:</b> 10	<b>Item ID:</b>	<b>Line Qty:</b> 3.00	<b>UOM:</b> Each	<b>Bid Qty:</b> <input type="text" value="3"/>
<b>Required:</b> No	<b>Reserve Price:</b> No			<b>Min/Max Qty:</b> No min / No max

**Description:** Misc. HArdware, fasteners and shipping

Question	Response
1. What is your bid price for this line?	162.5

Required: Yes Mandatory Response: No



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00004425	Sell	RFx	16
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
QUINCY POLICE DEPT- CAMERA EQUIPMENT			
<b>Start Time</b>		<b>Finish Time</b>	
06/01/2017 09:00:00 EDT		06/09/2017 15:00:00 EDT	

**Bidder:**  
**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States  
**Contact:** Lamberti, Arlene  
**Phone:** 617 635 3705  
**Email:** Arlene.Lamberti@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 06/08/2017 15:07:16 EDT  
**Total Bid Amount:** 18,247.02

**No Bid:**

**Line:** 11 **Item ID:** **Line Qty:** 3.00 **UOM:** Each

**Required:** No **Reserve Price:** No

**Bid Qty:**

**Min/Max Qty:** No min / No max

**Description:** Viewcommander License

### Question

1. What is your bid price for this line?

### Response

**Required:** Yes **Mandatory Response:** No

**No Bid:**

**Line:** 12 **Item ID:** **Line Qty:** 3.00 **UOM:** Each

**Required:** No **Reserve Price:** No

**Bid Qty:**

**Min/Max Qty:** No min / No max

**Description:** DVtel Camera License

### Question

1. What is your bid price for this line?

### Response

**Required:** Yes **Mandatory Response:** No

**No Bid:**

**Line:** 13 **Item ID:** **Line Qty:** 6.00 **UOM:** Each

**Required:** No **Reserve Price:** No

**Bid Qty:**

**Min/Max Qty:** No min / No max

**Description:** Lcomm Pole Brackets



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00004425	Sell	RFx	17
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
QUINCY POLICE DEPT- CAMERA EQUIPMENT			
<b>Start Time</b>		<b>Finish Time</b>	
06/01/2017 09:00:00 EDT		06/09/2017 15:00:00 EDT	

**Bidder:**  
**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States  
**Contact:** Lamberti, Arlene  
**Phone:** 617 635 3705  
**Email:** Arlene.Lamberti@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 06/08/2017 15:07:16 EDT  
**Total Bid Amount:** 18,247.02

Question	Response
1. What is your bid price for this line?	26

Required: Yes Mandatory Response: No

**No Bid:**

**Line:** 14 **Item ID:** **Line Qty:** 1.00 **UOM:** Each  
**Required:** No **Reserve Price:** No

**Bid Qty:**

**Min/Max Qty:** No min / No max

**Description:** Assembly labor and programming

Question	Response
1. What is your bid price for this line?	1872

Required: Yes Mandatory Response: No



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00004425	Sell	RFx	18
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
QUINCY POLICE DEPT- CAMERA EQUIPMENT			
<b>Start Time</b>		<b>Finish Time</b>	
06/01/2017 09:00:00 EDT		06/09/2017 15:00:00 EDT	

**Bidder:**  
**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States  
**Contact:** Lamberti, Arlene  
**Phone:** 617 635 3705  
**Email:** Arlene.Lamberti@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 06/08/2017 15:07:16 EDT  
**Total Bid Amount:** 18,247.02

## Bidder Information

<b>Firm Name:</b>		
<b>Name:</b>	<b>Signature:</b>	<b>Date:</b>
<b>Phone #:</b>	<b>Fax #:</b>	
<b>Street Address:</b>		
<b>City &amp; State:</b>	<b>Zip Code:</b>	
<b>Email:</b>	<b>Tax Identification Nbr:</b>	



# Event Details (cont.)

## City of Boston Procurement

Event ID	Format	Type	Page
BOSTN-EV00004425	Sell	RFx	19
Event Round	Version		
1	1		
Event Name			
QUINCY POLICE DEPT- CAMERA EQUIPMENT			
Start Time		Finish Time	
06/01/2017 09:00:00 EDT		06/09/2017 15:00:00 EDT	

**Bidder:**  
**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States

**Contact:** Lamberti, Arlene  
**Phone:** 617 635 3705  
**Email:** Arlene.Lamberti@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 06/08/2017 15:07:16 EDT  
**Total Bid Amount:** 18,247.02

## Appendix A - Line Specifications

**Line:** 1 **Item ID:** **Line Qty:** 3 **UOM:** Each  
**Description:** Panasonic HD PTS WVS395

### Item Specifications

**Manufacturer:**  
**Mfg Item ID:**  
**Item Length:** 0 **Item Height:** 0  
**Item Width:** 0 **Dimension UOM:**  
**Item Volume:** 0 **Volume UOM:**  
**Item Weight:** 0 **Weight UOM:**  
**Item Size:** **Item Color:**

### Shipping Information

**Schedule:** 1 **Ship To:** Purchasing Department  
**Quantity:** 3 Purchasing Department  
**Due Date:** 06/14/2017 One City Hall  
**Freight Terms:** Room 808  
**Ship Via:** Federal Express Boston MA 02201  
United States

**Line:** 2 **Item ID:** **Line Qty:** 3 **UOM:** Each  
**Description:** Panasonic camera arm WV-Q-122

### Item Specifications

**Manufacturer:**  
**Mfg Item ID:**  
**Item Length:** 0 **Item Height:** 0  
**Item Width:** 0 **Dimension UOM:**  
**Item Volume:** 0 **Volume UOM:**  
**Item Weight:** 0 **Weight UOM:**  
**Item Size:** **Item Color:**

### Shipping Information

**Schedule:** 1 **Ship To:** Purchasing Department  
**Quantity:** 3 Purchasing Department  
**Due Date:** 06/14/2017 One City Hall  
**Freight Terms:** Room 808  
**Ship Via:** Federal Express Boston MA 02201  
United States

**Line:** 3 **Item ID:** **Line Qty:** 6 **UOM:** Each  
**Description:** Multiband Antenna BMLPVDB700/2500



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00004425	Sell	RFx	20
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
QUINCY POLICE DEPT- CAMERA EQUIPMENT			
<b>Start Time</b>		<b>Finish Time</b>	
06/01/2017 09:00:00 EDT		06/09/2017 15:00:00 EDT	

**Bidder:**  
**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States  
**Contact:** Lamberti,Arlene  
**Phone:** 617 635 3705  
**Email:** Arlene.Lamberti@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 06/08/2017 15:07:16 EDT  
**Total Bid Amount:** 18,247.02

### Item Specifications

**Manufacturer:**  
**Mfg Item ID:**  
**Item Length:** 0  
**Item Width:** 0  
**Item Volume:** 0  
**Item Weight:** 0  
**Item Size:**

**Item Height:** 0  
**Dimension UOM:**  
**Volume UOM:**  
**Weight UOM:**  
**Item Color:**

### Shipping Information

**Schedule:** 1  
**Quantity:** 6  
**Due Date:** 06/14/2017  
**Freight Terms:**  
**Ship Via:** Federal Express

**Ship To:** Purchasing Department  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States

**Line:** 4 **Item ID:** **Line Qty:** 6 **UOM:** Each  
**Description:** Maxrad Antenna Mount NIMO58U-NC

### Item Specifications

**Manufacturer:**  
**Mfg Item ID:**  
**Item Length:** 0  
**Item Width:** 0  
**Item Volume:** 0  
**Item Weight:** 0  
**Item Size:**

**Item Height:** 0  
**Dimension UOM:**  
**Volume UOM:**  
**Weight UOM:**  
**Item Color:**

### Shipping Information

**Schedule:** 1  
**Quantity:** 6  
**Due Date:** 06/14/2017  
**Freight Terms:**  
**Ship Via:** Federal Express

**Ship To:** Purchasing Department  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States

**Line:** 5 **Item ID:** **Line Qty:** 3 **UOM:** Each  
**Description:** Chatsworth NEMA Enclosure 16 x 14 TS1030503

### Item Specifications

**Manufacturer:**  
**Mfg Item ID:**  
**Item Length:** 0  
**Item Width:** 0  
**Item Volume:** 0  
**Item Weight:** 0  
**Item Size:**

**Item Height:** 0  
**Dimension UOM:**  
**Volume UOM:**  
**Weight UOM:**  
**Item Color:**



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00004425	Sell	RFx	21
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
QUINCY POLICE DEPT- CAMERA EQUIPMENT			
<b>Start Time</b>		<b>Finish Time</b>	
06/01/2017 09:00:00 EDT		06/09/2017 15:00:00 EDT	

**Bidder:**  
**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States  
**Contact:** Lamberti,Arlene  
**Phone:** 617 635 3705  
**Email:** Arlene.Lamberti@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 06/08/2017 15:07:16 EDT  
**Total Bid Amount:** 18,247.02

### Shipping Information

<b>Schedule:</b>	1	<b>Ship To:</b>	Purchasing Department
<b>Quantity:</b>	3		Purchasing Department
<b>Due Date:</b>	06/14/2017		One City Hall
<b>Freight Terms:</b>			Room 808
<b>Ship Via:</b>	Federal Express		Boston MA 02201
			United States

**Line:** 6 **Item ID:** **Line Qty:** 3 **UOM:** Each  
**Description:** Sierra raven RV50 Modem AL-11002555

### Item Specifications

<b>Manufacturer:</b>		<b>Item Height:</b>	0
<b>Mfg Item ID:</b>		<b>Dimension UOM:</b>	
<b>Item Length:</b>	0	<b>Volume UOM:</b>	
<b>Item Width:</b>	0	<b>Weight UOM:</b>	
<b>Item Volume:</b>	0	<b>Item Color:</b>	
<b>Item Weight:</b>	0		
<b>Item Size:</b>			

### Shipping Information

<b>Schedule:</b>	1	<b>Ship To:</b>	Purchasing Department
<b>Quantity:</b>	3		Purchasing Department
<b>Due Date:</b>	06/14/2017		One City Hall
<b>Freight Terms:</b>			Room 808
<b>Ship Via:</b>	Federal Express		Boston MA 02201
			United States

**Line:** 7 **Item ID:** **Line Qty:** 3 **UOM:** Each  
**Description:** ALTRONIX 24 v Power Supplies T2428175

### Item Specifications

<b>Manufacturer:</b>		<b>Item Height:</b>	0
<b>Mfg Item ID:</b>		<b>Dimension UOM:</b>	
<b>Item Length:</b>	0	<b>Volume UOM:</b>	
<b>Item Width:</b>	0	<b>Weight UOM:</b>	
<b>Item Volume:</b>	0	<b>Item Color:</b>	
<b>Item Weight:</b>	0		
<b>Item Size:</b>			

### Shipping Information

<b>Schedule:</b>	1	<b>Ship To:</b>	Purchasing Department
<b>Quantity:</b>	3		Purchasing Department
<b>Due Date:</b>	06/14/2017		One City Hall
<b>Freight Terms:</b>			Room 808
<b>Ship Via:</b>	Federal Express		Boston MA 02201
			United States



# Event Details (cont.)

## City of Boston Procurement

Event ID	Format	Type	Page
BOSTN-EV00004425	Sell	RFx	22
Event Round	Version		
1	1		
Event Name			
QUINCY POLICE DEPT- CAMERA EQUIPMENT			
Start Time		Finish Time	
06/01/2017 09:00:00 EDT		06/09/2017 15:00:00 EDT	

**Bidder:**  
**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States  
**Contact:** Lamberti, Arlene  
**Phone:** 617 635 3705  
**Email:** Arlene.Lamberti@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 06/08/2017 15:07:16 EDT  
**Total Bid Amount:** 18,247.02

**Line:** 8 **Item ID:** **Line Qty:** 6 **UOM:** Each  
**Description:** RSA SMA Male CONN RSA-3000-C

### Item Specifications

<b>Manufacturer:</b>		<b>Item Height:</b>	0
<b>Mfg Item ID:</b>		<b>Dimension UOM:</b>	
<b>Item Length:</b>	0	<b>Volume UOM:</b>	
<b>Item Width:</b>	0	<b>Weight UOM:</b>	
<b>Item Volume:</b>	0	<b>Item Color:</b>	
<b>Item Weight:</b>	0		
<b>Item Size:</b>			

### Shipping Information

<b>Schedule:</b>	1	<b>Ship To:</b>	Purchasing Department
<b>Quantity:</b>	6		Purchasing Department
<b>Due Date:</b>	06/14/2017		One City Hall
<b>Freight Terms:</b>			Room 808
<b>Ship Via:</b>	Federal Express		Boston MA 02201
			United States

**Line:** 9 **Item ID:** **Line Qty:** 6 **UOM:** Each  
**Description:** Sierra 12 Volt power supply

### Item Specifications

<b>Manufacturer:</b>		<b>Item Height:</b>	0
<b>Mfg Item ID:</b>		<b>Dimension UOM:</b>	
<b>Item Length:</b>	0	<b>Volume UOM:</b>	
<b>Item Width:</b>	0	<b>Weight UOM:</b>	
<b>Item Volume:</b>	0	<b>Item Color:</b>	
<b>Item Weight:</b>	0		
<b>Item Size:</b>			

### Shipping Information

<b>Schedule:</b>	1	<b>Ship To:</b>	Purchasing Department
<b>Quantity:</b>	6		Purchasing Department
<b>Due Date:</b>	06/14/2017		One City Hall
<b>Freight Terms:</b>			Room 808
<b>Ship Via:</b>	Federal Express		Boston MA 02201
			United States

**Line:** 10 **Item ID:** **Line Qty:** 3 **UOM:** Each  
**Description:** Misc. HArdware, fasteners and shipping



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00004425	Sell	RFx	23
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
QUINCY POLICE DEPT- CAMERA EQUIPMENT			
<b>Start Time</b>		<b>Finish Time</b>	
06/01/2017 09:00:00 EDT		06/09/2017 15:00:00 EDT	

**Bidder:**  
**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States

**Contact:** Lamberti, Arlene  
**Phone:** 617 635 3705  
**Email:** Arlene.Lamberti@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 06/08/2017 15:07:16 EDT  
**Total Bid Amount:** 18,247.02

### Item Specifications

**Manufacturer:**  
**Mfg Item ID:**  
**Item Length:** 0  
**Item Width:** 0  
**Item Volume:** 0  
**Item Weight:** 0  
**Item Size:**

**Item Height:** 0  
**Dimension UOM:**  
**Volume UOM:**  
**Weight UOM:**  
**Item Color:**

### Shipping Information

**Schedule:** 1  
**Quantity:** 3  
**Due Date:** 06/14/2017  
**Freight Terms:**  
**Ship Via:** Federal Express

**Ship To:** Purchasing Department  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States

**Line:** 11 **Item ID:** **Line Qty:** 3 **UOM:** Each  
**Description:** Viewcommander License

### Item Specifications

**Manufacturer:**  
**Mfg Item ID:**  
**Item Length:** 0  
**Item Width:** 0  
**Item Volume:** 0  
**Item Weight:** 0  
**Item Size:**

**Item Height:** 0  
**Dimension UOM:**  
**Volume UOM:**  
**Weight UOM:**  
**Item Color:**

### Shipping Information

**Schedule:** 1  
**Quantity:** 3  
**Due Date:** 06/14/2017  
**Freight Terms:**  
**Ship Via:** Federal Express

**Ship To:** Purchasing Department  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States

**Line:** 12 **Item ID:** **Line Qty:** 3 **UOM:** Each  
**Description:** DVtel Camera License

### Item Specifications

**Manufacturer:**  
**Mfg Item ID:**  
**Item Length:** 0  
**Item Width:** 0  
**Item Volume:** 0  
**Item Weight:** 0  
**Item Size:**

**Item Height:** 0  
**Dimension UOM:**  
**Volume UOM:**  
**Weight UOM:**  
**Item Color:**



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00004425	Sell	RFx	24
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
QUINCY POLICE DEPT- CAMERA EQUIPMENT			
<b>Start Time</b>		<b>Finish Time</b>	
06/01/2017 09:00:00 EDT		06/09/2017 15:00:00 EDT	

**Bidder:**  
**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States  
**Contact:** Lamberti,Arlene  
**Phone:** 617 635 3705  
**Email:** Arlene.Lamberti@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 06/08/2017 15:07:16 EDT  
**Total Bid Amount:** 18,247.02

### Shipping Information

<b>Schedule:</b>	1	<b>Ship To:</b>	Purchasing Department
<b>Quantity:</b>	3		Purchasing Department
<b>Due Date:</b>	06/14/2017		One City Hall
<b>Freight Terms:</b>			Room 808
<b>Ship Via:</b>	Federal Express		Boston MA 02201
			United States

**Line:** 13 **Item ID:** **Line Qty:** 6 **UOM:** Each  
**Description:** Lcomm Pole Brackets

### Item Specifications

<b>Manufacturer:</b>		<b>Item Height:</b>	0
<b>Mfg Item ID:</b>		<b>Dimension UOM:</b>	
<b>Item Length:</b>	0	<b>Volume UOM:</b>	
<b>Item Width:</b>	0	<b>Weight UOM:</b>	
<b>Item Volume:</b>	0	<b>Item Color:</b>	
<b>Item Weight:</b>	0		
<b>Item Size:</b>			

### Shipping Information

<b>Schedule:</b>	1	<b>Ship To:</b>	Purchasing Department
<b>Quantity:</b>	6		Purchasing Department
<b>Due Date:</b>	06/14/2017		One City Hall
<b>Freight Terms:</b>			Room 808
<b>Ship Via:</b>	Federal Express		Boston MA 02201
			United States

**Line:** 14 **Item ID:** **Line Qty:** 1 **UOM:** Each  
**Description:** Assembly labor and programming

### Item Specifications

<b>Manufacturer:</b>		<b>Item Height:</b>	0
<b>Mfg Item ID:</b>		<b>Dimension UOM:</b>	
<b>Item Length:</b>	0	<b>Volume UOM:</b>	
<b>Item Width:</b>	0	<b>Weight UOM:</b>	
<b>Item Volume:</b>	0	<b>Item Color:</b>	
<b>Item Weight:</b>	0		
<b>Item Size:</b>			

### Shipping Information

<b>Schedule:</b>	1	<b>Ship To:</b>	Purchasing Department
<b>Quantity:</b>	1		Purchasing Department
<b>Due Date:</b>	06/14/2017		One City Hall
<b>Freight Terms:</b>			Room 808
<b>Ship Via:</b>	Federal Express		Boston MA 02201
			United States



# Event Details (cont.)

## City of Boston Procurement

Event ID	Format	Type	Page
BOSTN-EV00004425	Sell	RFx	25
Event Round	Version		
1	1		
Event Name			
QUINCY POLICE DEPT- CAMERA EQUIPMENT			
Start Time	Finish Time		
06/01/2017 09:00:00 EDT	06/09/2017 15:00:00 EDT		

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 06/08/2017 15:07:16 EDT  
**Total Bid Amount:** 18,247.02

**Bidder:**  
**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States  
**Contact:** Lamberti, Arlene  
**Phone:** 617 635 3705  
**Email:** Arlene.Lamberti@boston.gov



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00004425	Sell	RFx	26
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
QUINCY POLICE DEPT- CAMERA EQUIPMENT			
<b>Start Time</b>		<b>Finish Time</b>	
06/01/2017 09:00:00 EDT		06/09/2017 15:00:00 EDT	

**Bidder:**  
**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States

**Contact:** Lamberti, Arlene  
**Phone:** 617 635 3705  
**Email:** Arlene.Lamberti@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 06/08/2017 15:07:16 EDT  
**Total Bid Amount:** 18,247.02

## Appendix B - Bid Responses

### General Questions

Question	Response
----------	----------

Please review the below instructions for responding to this bid.

#### IF RESPONDING ONLINE THROUGH THE SUPPLIER PORTAL:

Please answer the questions asked in this bid event, including any file attachment uploads. Certain questions will require an answer in order to submit your response, while other questions are optional when they pertain to your company. Some questions require a specific answer which will be identified to you. You will be warned of disqualification if you answer with an unacceptable answer prior to submission.

Provide a price quote for all requested line items. In some cases, you may indicate that you are declining to bid on a certain line item by clicking the 'No Bid' checkbox.

After answering the questions and listing your price quotes, you may click the "Validate Entries" button to perform a check to determine if you've responded to all required elements of the bid response. When all required fields are complete and you are ready to submit your bid response to The City of Boston click the "Submit Bid" button. When you click "Submit Bid" it may take a moment for the system to process your bid response. Once it is successfully processed, you will receive a Bid Confirmation message confirming that your bid was submitted. You will also receive an e-mail confirming your bid submission. If you do not receive a Bid Confirmation screen and email, please review your bid and be sure you press the Submit Bid button. If you go back to make any edits to your bid, note that the "Save For Later" button will remove your bid from Submitted status so be sure to press the "Submit Bid" button after the edits are complete. Your bid will not be considered until it is officially submitted.

#### IF RESPONDING THROUGH A HARD-COPY PAPER PACKAGE:

Please answer all questions asked in this bid event, including inserting any requested file attachments. Certain questions require an answer in order to be considered a valid response.

Be sure to answer every question that is labeled with the phrase "RESPONSE REQUIRED: YES". Some questions may require a specific answer which will be identified to you. Those questions will be labeled as "MANDATORY RESPONSE REQUIRED: YES". Bid submissions must include the mandatory response to be eligible for award.

Provide a price quote for all requested line items. In some cases, you may indicate that you are declining to bid on a certain line item by clicking the 'No Bid' checkbox.

#### BID EVENT AND CONTRACT TERMS AND CONDITIONS

I confirm that I have read, fully understand, and agree to comply with all terms and conditions that are associated with this bid event and the eventual contract.

If responding electronically through the Supplier Portal, please click the "View Associated Terms" to access the Standard Contract General Conditions.

For vendors who submit paper-based responses, the Standard Contract General Conditions will be listed below.

I Agree



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00004425	Sell	RFx	27
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
QUINCY POLICE DEPT- CAMERA EQUIPMENT			
<b>Start Time</b>		<b>Finish Time</b>	
06/01/2017 09:00:00 EDT		06/09/2017 15:00:00 EDT	

**Bidder:**  
**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States  
**Contact:** Lamberti, Arlene  
**Phone:** 617 635 3705  
**Email:** Arlene.Lamberti@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 06/08/2017 15:07:16 EDT  
**Total Bid Amount:** 18,247.02

Question	Response
----------	----------

**BID SUBMISSION TERMS AND CONDITIONS**

Before submitting any bids, the bidders shall fully inform themselves in regard to all conditions pertaining to the solicitation and all required terms and conditions for carrying out the contract. By filing a bid, the bidders do thereby represent that they have so informed themselves. This solicitation hereby expressly incorporates by reference any and all documents referred to therein, including without limitation the Advertisement, the Purchase Description and Specifications, the Evaluation Criteria, the City of Boston Standard Contract General Conditions, all other contractual terms and conditions applicable to the solicitation, and any addenda to the solicitation.

By submitting this response, the bidder certifies, under the pains and penalties of perjury, that it has submitted a response to this solicitation that is the bidder's offer to this solicitation. The City of Boston's Standard Contract General Conditions and all additional terms and conditions included in the solicitation and any addenda thereto shall be deemed accepted by the bidder and included as part of the final contract. The submitter attests that s/he is an agent of the bidder with authority to submit this bid on the bidder's behalf, and that s/he has read and assented to all of the solicitation terms.

The bidder 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.

All responses and information submitted in response to this solicitation are subject to the Massachusetts Public Records Law, M.G.L., Chapter 66, Section 10, and to Chapter 4, Section 7, Subsection 26. Any statements in submitted responses that are inconsistent with these statutes shall be disregarded.

Bidders are solely responsible for obtaining all information distributed for this solicitation and it is each bidder's responsibility to check for any addenda or modifications to this solicitation. The City of Boston accepts no responsibility and will provide no accommodation to bidders who submit a response based on an out-of-date solicitation or on information received from a source other than the City of Boston. It is the bidder's responsibility to keep the bidder's contact information current.

The City of Boston assumes no responsibility if a bidder's designated email address is not current, or if technical problems, including those with the bidder's computer, network or internet service provider (ISP), cause e-mail communications between the bidder and the City of Boston to be lost or rejected by any means including email or spam filtering.

Online bidders must, if notified of contract award and if requested by the City of Boston, submit any contract documents, or any documents submitted or included as part of the solicitation, on paper with original ink signatures unless otherwise specified, within ten (10) calendar days of such a request.

**\*\*Approved as to form by Corporation Counsel June 2012\*\***

Do you agree to these bid submission terms and conditions?

[I Agree](#)

I certify 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.

Electronic responders on the Supplier Portal: Please type your name in the Response location below to certify.

Paper-based responders: Please sign your name in the Response box provided.

[Kate Waldron](#)



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00004425	Sell	RFx	28
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
QUINCY POLICE DEPT- CAMERA EQUIPMENT			
<b>Start Time</b>		<b>Finish Time</b>	
06/01/2017 09:00:00 EDT		06/09/2017 15:00:00 EDT	

**Bidder:**  
**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States

**Contact:** Lamberti, Arlene  
**Phone:** 617 635 3705  
**Email:** Arlene.Lamberti@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 06/08/2017 15:07:16 EDT  
**Total Bid Amount:** 18,247.02

Question	Response
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CITY OF BOSTON'S CORI POLICY COMPLIANCE

The City of Boston is subject to City of Boston Code, Chapter 4, section 7 (click the View Associated Terms link below to view), 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 persons with criminal backgrounds through the Criminal Offender Record Information (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.

Instructions for Responding to the CORI Compliance Bid Factor:  
A vendor should not select option 1 unless it performs NO CORI checks on any applicant.  
A vendor that selects option 2 certifies, under penalties of perjury, that its CORI policy is consistent with the standards set by the City of Boston (click the View Associated Terms link below to view). A vendor with a CORI policy that does not conform to the City of Boston standards must select option 3. Vendors that select option 3 will not be permitted to enter into contracts with the City of Boston, absent a waiver, as provided in City of Boston Code, Chapter 4, section 7.4.

All vendors must select one of the 3 options below as to its use of CORI checks, under penalties of perjury:

CORI checks are consistent with C

### EXCLUDED OR DEBARRED PARTIES CERTIFICATION

The City of Boston will not enter into a business relationship with persons or entities currently debarred or suspended from procurement by the federal or state government or the City of Boston.

I certify that the person(s) or entity(ies) responding to this procurement are not debarred, suspended, proposed for debarment, or otherwise declared ineligible from doing business with the federal or state government or the City of Boston, and that such person(s) or entity(ies) are not listed as debarred or excluded parties under the federal government's System for Award Management (www.sam.gov) or the Commonwealth of Massachusetts' Debarment lists (http://www.mass.gov/anf/budget-taxes-and-procurement/procurement-info-and-res/conduct-a-procurement/procurement-considerations/vendor-debarment.html).

Y

Legal Form of Business Entity. The bidder/offeror/contractor responding to this Event is a/an:

Corporation

## Line Items

<b>Line:</b> 1	<b>Item ID:</b>	<b>Line Qty:</b> 3	<b>UOM:</b> Each	<b>Bid Qty:</b> <input type="text" value="3"/>
<b>Total Line Bid Amount:</b> 8794.5				
<b>Description:</b> Panasonic HD PTS WVSW395				

Question	Response
What is your bid price for this line?	2931.5

<b>Line:</b> 2	<b>Item ID:</b>	<b>Line Qty:</b> 3	<b>UOM:</b> Each	<b>Bid Qty:</b> <input type="text" value="3"/>
<b>Total Line Bid Amount:</b> 1560				
<b>Description:</b> Panasonic camera arm WV-Q-122				

Question	Response
What is your bid price for this line?	520



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00004425	Sell	RFx	29
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
QUINCY POLICE DEPT- CAMERA EQUIPMENT			
<b>Start Time</b>		<b>Finish Time</b>	
06/01/2017 09:00:00 EDT		06/09/2017 15:00:00 EDT	

**Bidder:**  
**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States

**Contact:** Lamberti, Arlene  
**Phone:** 617 635 3705  
**Email:** Arlene.Lamberti@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 06/08/2017 15:07:16 EDT  
**Total Bid Amount:** 18,247.02

**Line:** 3 **Item ID:** **Line Qty:** 6 **UOM:** Each **Bid Qty:**   
**Total Line Bid Amount:** 367.86  
**Description:** Multiband Antenna BMLPVDB700/2500

<b>Question</b>	<b>Response</b>
What is your bid price for this line?	61.31

**Line:** 4 **Item ID:** **Line Qty:** 6 **UOM:** Each **Bid Qty:**   
**Total Line Bid Amount:** 897  
**Description:** Maxrad Antenna Mount NIMO58U-NC

<b>Question</b>	<b>Response</b>
What is your bid price for this line?	149.5

**Line:** 5 **Item ID:** **Line Qty:** 3 **UOM:** Each **Bid Qty:**   
**Total Line Bid Amount:** 936  
**Description:** Chatsworth NEMA Enclosure 16 x 14 TS1030503

<b>Question</b>	<b>Response</b>
What is your bid price for this line?	312

**Line:** 6 **Item ID:** **Line Qty:** 3 **UOM:** Each **Bid Qty:**   
**Total Line Bid Amount:** 2009.88  
**Description:** Sierra raven RV50 Modem AL-11002555

<b>Question</b>	<b>Response</b>
What is your bid price for this line?	669.96

**Line:** 7 **Item ID:** **Line Qty:** 3 **UOM:** Each **Bid Qty:**   
**Total Line Bid Amount:** 156  
**Description:** ALTRONIX 24 v Power Supplies T2428175

<b>Question</b>	<b>Response</b>
What is your bid price for this line?	52

**Line:** 8 **Item ID:** **Line Qty:** 6 **UOM:** Each **Bid Qty:**   
**Total Line Bid Amount:** 76.2  
**Description:** RSA SMA Male CONN RSA-3000-C

<b>Question</b>	<b>Response</b>
What is your bid price for this line?	12.7

**Line:** 9 **Item ID:** **Line Qty:** 6 **UOM:** Each **Bid Qty:**   
**Total Line Bid Amount:** 232.08  
**Description:** Sierra 12 Volt power supply

<b>Question</b>	<b>Response</b>
What is your bid price for this line?	38.68



# Event Details (cont.)

## City of Boston Procurement

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
BOSTN-EV00004425	Sell	RFx	30
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
QUINCY POLICE DEPT- CAMERA EQUIPMENT			
<b>Start Time</b>		<b>Finish Time</b>	
06/01/2017 09:00:00 EDT		06/09/2017 15:00:00 EDT	

**Bidder:**  
**Submit To:** City of Boston  
Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States

**Contact:** Lamberti, Arlene  
**Phone:** 617 635 3705  
**Email:** Arlene.Lamberti@boston.gov

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 06/08/2017 15:07:16 EDT  
**Total Bid Amount:** 18,247.02

**Line:** 10 **Item ID:** **Line Qty:** 3 **UOM:** Each **Bid Qty:**   
**Total Line Bid Amount:** 487.5  
**Description:** Misc. HArdware, fasteners and shipping

<b>Question</b>	<b>Response</b>
What is your bid price for this line?	162.5

**Line:** 11 **Item ID:** **Line Qty:** 3 **UOM:** Each **Bid Qty:**   
**Total Line Bid Amount:** 214.5  
**Description:** Viewcommander License

<b>Question</b>	<b>Response</b>
What is your bid price for this line?	71.5

**Line:** 12 **Item ID:** **Line Qty:** 3 **UOM:** Each **Bid Qty:**   
**Total Line Bid Amount:** 487.5  
**Description:** DVtel Camera License

<b>Question</b>	<b>Response</b>
What is your bid price for this line?	162.5

**Line:** 13 **Item ID:** **Line Qty:** 6 **UOM:** Each **Bid Qty:**   
**Total Line Bid Amount:** 156  
**Description:** Lcomm Pole Brackets

<b>Question</b>	<b>Response</b>
What is your bid price for this line?	26

**Line:** 14 **Item ID:** **Line Qty:** 1 **UOM:** Each **Bid Qty:**   
**Total Line Bid Amount:** 1872  
**Description:** Assembly labor and programming

<b>Question</b>	<b>Response</b>
What is your bid price for this line?	1872



# City of Boston Purchase Order

## City of Boston

Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States

<b>Complete</b>		
<b>Purchase Order</b> BOSTN-0000698448	<b>Date</b> 2018-12-28	<b>Revision</b>
<b>Payment Terms</b> Net 30	<b>Freight Terms</b> DES PPD	
<b>Buyer</b> Heger,Brian		

**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:** BPD New Police Headquarters  
One Schroeder Plaza  
Roxbury MA 02120  
United States

**Attention:** See Detail Below

**Tax Exempt?** Y

**State Tax Exempt ID:** 04-6001380

**Contract ID:** 000000000000000000046435

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	Phase 2: Camera Surveillance Installation at BPD Headquarters, One Schroeder Plaza/ FAC64	1.00	EA	156852.00	156852.00	01/31/2019
				Attention: SHAWN ROMANOSKI 617-594-2994		
	55911-200-211100-508J-2306-2017-HLS17002	1.00				

Per Attached Quote From Eric Johnson

**Total PO Amount** 156852.00

**\*\*\*\*The above Purchase Order number must be included on all invoices to ensure accurate and timely payment.\*\*\*\***

<b>Official Approvals</b>		
I certify that all records regarding this procurement are on file	Approved as to availability of appropriation	
<b>Unauthorized</b>	<b>Unauthorized</b>	<b>7/17/2019</b>
Department Head/Purchasing Agent/BPS Business Manager	City Auditor/BPS Business Manager	

This is not a valid purchase order without the above signatures.



LAN-TEL Communications, Inc.  
1400 Providence Highway  
Suite 3100  
Norwood, MA 02062  
781.551.8599 Fax 781.551.8667  
www.lan-tel.com

APPROVED AS ORIGINAL

SP 3/12/19

CITY OF BOSTON AUDITING DEPT.  
ATTN: ACCOUNTS PAYABLE  
ONE CITY HALL - ROOM M-4  
BOSTON, MA 02201

INVOICE ID: 9918801  
DRAW ID: 1  
DATE: February 28, 2019

CONTRACT ID: 19-0007-20  
SCHROEDER PLAZA-AuditingDepart  
LOCATION:

SALESPERSON:  
CUSTOMER ID: COBOSAU  
PO #: BOST0000698448  
Terms: Net 0

FOR WORK PERFORMED: INSTALL 80 FIXED CAMERAS - 6 PTZS AND 14 180 DEGREE CAMERAS. PO # BOST-0000698448

BILLING IN THE AMOUNT OF: \$156,852.00

ATTN: SHAWN ROMANOWSKI

AMOUNT DUE THIS INVOICE

**\$156,852.00**

Credit Card Payments will incur fee of 3.5%  
INTEREST @ 1.5% WILL BE CHARGED ON INVOICES OVER 60 DAYS.

OK to pay  
SP 3/12/19

*Final Destination:  
Boston Police Headquarters*

*OK*

*BJ  
3/12/19*

*AEL # 145W-01-VIDA  
V16-2.1 Target Hardening/Cyber Security*

**CERTIFICATE OF AUTHORITY**  
(For Corporations Only)

7/11/2018  
(Current Date)

At a meeting of the Directors of the LAN-TEL Communications, Inc.  
(Name of Corporation)  
duly called and held at 1400 Providence Highway, Suite 3100, Norwood, MA 02062  
(Location of Meeting)  
on the 11 day of July 2018 at which a quorum was present and acting,  
it was VOTED, that Joseph H. Bodio  
(Name)  
the President/CEO of this corporation is hereby  
(Position)  
authorized and empowered to make, enter into, sign, seal and deliver in behalf of this corporation  
a contract for State Contract # FAC64: Security, Surveillance, Monitoring and Access Control Systems.  
(Describe Service)

with the City of Boston, and a performance bond in connection with said contract.

I do hereby certify that the above is a true and correct copy of the record that said vote  
has not been amended or repealed and is in full force and effect as of this date, and that

Joseph H. Bodio  
(Name)  
is the duly elected President/CEO of this  
(Position)  
corporation.

Attest:

(Affix Corporate Seal Here)

Kate Waldron  
(Clerk) (Secretary) of the Corporation

**CM FORM 16**

**WAGE THEFT PREVENTION**

The City of Boston has established requirements for City contracts in an effort to prevent wage theft. Prospective vendors must provide the following certifications or disclosures with their bids/proposals. Failure to provide the following shall result in rejection of the bid/proposal.

**CERTIFICATION**

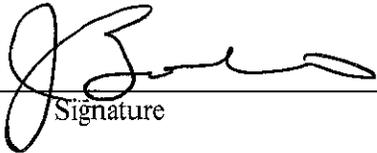
The undersigned certifies under penalties of perjury that the vendor is in compliance with the provisions of the Executive Order titled "Establishing Requirements for City Contracts in an Effort to Prevent Wage Theft," as currently in effect. **All Vendors must certify the following:**

1.  Neither this firm nor any subcontractor has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c149, c151, or the Fair Labor Standards Act within three (3) years prior to the date of this bid/proposal submission.
2.  This firm, or a subcontractor of this firm, has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c149, c151, or the Fair Labor Standards Act within three (3) years prior to the date of this bid/proposal submission and such documentation is included in the bid/proposal submission.
3. Any federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c149, c151, or the Fair Labor Standards Act imposed while any bid/proposal is pending and, if awarded a contract, during the term of the contract, will be reported to the Official within five (5) days of receiving notice.
4. Vendors awarded a contract that have disclosed a federal or state criminal or civil judgment, administrative citation, final administrative determination, or order resulting from a violation of G.L. c149, c151, or the Fair Labor Standards Act within three (3) years prior to the date of this bid/proposal, or during the term of the contract and through the contract term shall furnish their monthly certified payrolls to the Official for all employees working on such contract and may be required to obtain a wage bond or other suitable insurance in an amount equal to the aggregate of one year's gross wages for all employees. Vendors subject to a state or

federal debarment for violation of the above laws or prohibited from contracting with the Commonwealth are prohibited from contracting with the City, and upon a finding or order of debarment or prohibition, the City may terminate the contract.

5. Notice provided by the City, informing employees of the protections of the Order and applicable local, state, and federal law will be posted in conspicuous places.

Joseph H. Bodio  
\_\_\_\_\_  
(Typed or printed name of person signing  
quotation, bid or proposal)

  
\_\_\_\_\_  
Signature

LAN-TEL Communications, Inc  
\_\_\_\_\_  
(Name of Business)

**Instructions for Completing CM Form 16:**

A vendor must check box 1 or box 2 as applicable and must sign this Form, certifying compliance with the requirements set out in this Form. This Form must be included with the bid or proposal, and for multi-year contracts must be completed annually on the contract anniversary.

Pursuant to the above mentioned Executive Order, vendors who have been awarded a contract with the City of Boston must post the Massachusetts Wage and Hour Laws notice informing employees of the protections of G.L. c. 149, c. 151, and the Fair Labor Standards Act in conspicuous places. This notice can be found at:

<http://www.mass.gov/ago/docs/workplace/wage/wagehourposter.pdf>

CITY OF BOSTON  
CONTRACTOR CERTIFICATION

To the Official, acting in the name and on behalf of the City of Boston

- A. The undersigned agrees to furnish all labor and materials and to perform all work required for:

FAC64 Security Maintenance and Monitoring

in accordance with the terms of the accompanying contract documents.

- B. The Contractor is a/an:

Corporation

(Individual-Partnership-Corporation-Joint Venture-Trust)

1. If the Contractor is a Partnership, state name and address of all partners:

2. If the Contractor is a Corporation, state the following:

Corporation is incorporated in the State of MA

President is Joseph H. Bodio

Treasurer is Joseph H. Bodio

Place of business is 1400 Providence Highway, Suite 3100, Norwood, MA 02062  
(Street)

(City, State and Zip Code)

3. If the Contractor is a Joint Venture, state the name and business address of each person, firm or company that is party to the joint venture:

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---

A copy of the joint venture agreement is on file at \_\_\_\_\_  
and will be delivered to the Official on request.

4. If the Contractor is a Trust, state the name and address of all Trustees:

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The trust document(s) are on file at \_\_\_\_\_,  
and will be delivered to the Official on request.

5. If the business is conducted under any title other than the real name of the owner, state the time when, and place where, the certificate required by General Laws, c.110, §5, was filed:

---

---

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6. The Taxpayer Identification Number\* of the contractor (the number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941) is:

04-3141040 \_\_\_\_\_

\*If individual, use Social Security Number \_\_\_\_\_

7. City of Boston Ordinance, Chapter IV, § 4-8 requires City Contractors to safeguard unprotected pedestrians, cyclists, and motorcyclists by installing side under-ride guards, convex blind spot mirrors, cross-over mirrors, and appropriate warning signage on all large vehicles used within the City of Boston in connection with a City

Contract. Large vehicles are those with a gross weight exceeding 10,000 lbs., a trailer with an unladen mass exceeding 10,000 lbs., or a semi-trailer with a gross weight exceeding 26,000 lbs. Contractors are required to have such large vehicles inspected by the City prior to starting work on a City of Boston Contract. Additional details may be found at [www.cityofboston.gov/procurement](http://www.cityofboston.gov/procurement).

8. The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.

Contractor: LAN-TEL Communications, Inc.

By:   
(Sign Here)

Title: President/CEO

Business Address: 1400 Providence Highway, Suite 3100  
(Street)  
Norwood, MA 02062  
(City, State and Zip Code)

**NOTE: This statement must bear the signature of the contractor.**

If the Contractor is an individual doing business under a name other than his own name this statement must so state, giving the address of the individual.

If the Contractor is a partnership this statement must be signed by a general partner designated as such. If the Contractor is a corporation, trust or joint venture this statement must be signed by a duly authorized officer or agent of such corporation, trust or joint venture.

APPROVED AS TO FORM BY CORPORATION COUNSEL AUGUST 2015  
THIS FORM IS VOID AND WITHOUT LEGAL EFFECT IF ALTERED IN ANY WAY

(PUB AUG 2015)

**CM FORM 15A**

**CORI COMPLIANCE**

The City of Boston is subject to City of Boston Code, Chapter 4, section 7, which is intended to ensure that persons and businesses supplying goods and/or services to the City of Boston deploy fair policies relating to the screening and identification of person with criminal backgrounds through the CORI system. Vendors entering into contracts with the City must affirm that their policies regarding CORI information are consistent with the standards set by the City of Boston.

**CERTIFICATION**

The undersigned certifies under penalties of perjury that the vendor is in compliance with the provisions of City of Boston Code, Chapter 4, section 7, as currently in effect. **All Vendors must check one of the three lines below.**

1.  CORI checks are not performed on any Applicants.
2.  CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policy is consistent with the standards set forth on the attached CM Form 15B.
3.  CORI checks are performed on some or all Applicants. The Vendor's CORI policy is not consistent with the standards set forth on the attached CM Form 15B (a copy of the Vendor's written CORI policy must accompany this form).

Joseph H. Bodio  
(Typed or printed name of person signing quotation, bid or proposal)

  
Signature

LAN-TEL Communications, Inc.  
(Name of Business)

**NOTE:**

The Awarding Authority may grant a waiver of CBC 4-7.3 under exigent circumstance on a contract by contract basis.

**Instructions for Completing CM Form 15B:**

A Vendor should not check Line 1 unless it performs NO CORI checks on ANY applicant.  
A Vendor who checks Lines 2 certifies that the Vendor's CORI policy conforms to the standards set forth in CM Form 15B. A Vendor with a CORI policy that does NOT conform to the standards set forth on CM Form 15B must check Line 3. Vendors who check Line 3 will not be permitted to enter into contracts with the City, absent a waiver, as provided for in CBC 4-7.4. For any waiver to be granted, a completed CM Form 15C must be completed by the awarding authority and attached hereto.

**CM FORM 15B**

**CORI COMPLIANCE STANDARDS**

By checking line 2 on the foregoing CM Form 15A, the Vendor affirms that its CORI-related policies, practices, and standards are consistent with the following standards:

1. The Vendor does not conduct a CORI check on an Applicant unless a CORI check is required by law or the Vendor has made a good faith determination that the relevant position is of such sensitivity that a CORI report is warranted.
2. The Vendor reviews the qualifications of an Applicant and determines that an Applicant is otherwise qualified for the relevant position before the Vendor conducts a CORI check. The Vendor does not conduct a CORI check for an Applicant that is not otherwise qualified for a relevant position.
3. If the Vendor has been authorized by the MDCJIS to receive CORI reports consisting solely of conviction and case-pending information and the CORI report received by the Vendor contains other information (i.e. cases disposed favorably for the Applicant such as Not Guilty, Dismissal) then the Vendor informs the Applicant and provides the Applicant with a copy of MDCJIS' information for the Applicant to pursue correction.
4. When the Vendor receives a proper CORI report of an Applicant that contains only the CORI information that the Vendor is authorized to receive and the Vendor is inclined to question an applicant about their criminal history, or refuse, rescind, or revoke the offer of a position to an Applicant, then the Vendor complies with this section by, including, but not limited to, notifying the Applicant of the potential adverse employment action, providing the Applicant with a photocopy of the CORI report received by the Vendor, informing the Applicant of the specific parts of the CORI report that concern the Vendor, providing an opportunity for the Applicant to discuss the CORI report with the Vendor including an opportunity for the Applicant to present information rebutting the accuracy and/or relevance of the CORI report, reviewing any information and documentation received from the Applicant, and documenting all steps taken to comply with 803 CMR 2.17.
5. The Vendor makes final employment-related decisions based on all of the information available to the Vendor, including the seriousness of the crime(s), the relevance of the crime(s), the age of the crime(s), and the occurrences in the life of the Applicant since the crime(s). If the final decision of the Vendor is adverse to the Applicant and results in the refusal, rescission, or revocation of a position with the Vendor then the Vendor promptly notifies the Applicant of the decision and the specific reasons therefor. Nothing in these requirements modifies or affects a Vendor's obligation to comply with Massachusetts or federal laws regarding CORI.

APPROVED AS TO FORM BY CORPORATION COUNSEL JUNE 2014

(PUB June 2014)



**CITY OF BOSTON  
CONTRACT AWARD SUMMARY**

**CONTRACT ID:** 0000000000000000000046435

**Contract Details**

Contractor Legal Name: Lan-Tel Communications Inc.	Not To Exceed Amt: \$ 1,000,000.00
Contractor Address: 1400 Providence Highway, Building 3, Suite 3100 Norwood, MA 02062	Department Name: Procurement Department Head: Kevin P. Coyne
Brief Description/Scope of Services: State Contract # FAC64: Security, Surveillance, Monitoring and Access Control Systems. The terms and conditions of which are incorporated herein.	
Procurement Type: StateCon	Optional Renewal Periods: 0 Year(s)
Contract Begin Date: July 10, 2018	Contract End Date: May 31, 2019
Reason for Submitting Late:	

**EVENT ID:** No solicitation

**Details**

Date of Advertisement: N/A	Bid Submission Deadline: N/A
# of Responsive Bids Received: N/A	# of Non-Responsive Bids Received: N/A
Awarded to the Lowest Responsible and Responsive Bidder? N/A	
Do you certify that the cost of this contract is reasonable? Yes	
Do you certify that the contractor is qualified to fulfill this contract? Yes	
The justification for using an unadvertised bidding event/contract is: State Contract # FAC64: Security, Surveillance, Monitoring and Access Control Systems	
The reason why the contract is exempt or not subject to Chapter 30B competitive solicitation requirements is: State Contract # FAC64: Security, Surveillance, Monitoring and Access Control Systems	

**Additional Information**

This is a goods only contract.



**CITY OF BOSTON  
STANDARD CONTRACT DOCUMENT**

Form CM10

**CONTRACT ID:** 0000000000000000000046435

**Parties**

Contractor Legal Name: Lan-Tel Communications Inc.  (and d/b/a):	City Department Name: Procurement
Contractor Address: 1400 Providence Highway, Building 3, Suite 3100 Norwood, MA 02062	City Department Head: Kevin P. Coyne City Mailing Address: 1 City Hall Square, Rm. 808 Boston, MA 02201
Contractor Vendor ID: 0000019146	City Billing Address: Auditing Department One City Hall Room M-4 Boston, MA 02201

**Contract Details**

Description/Scope of Services: (Attach supporting documentation)	
State Contract # FAC64: Security, Surveillance, Monitoring and Access Control Systems. The terms and conditions of which are incorporated herein.	
Procurement Type:	Contract Version: 0.01
Begin Date: July 10, 2018	End Date: May 31, 2019
Rate: (Attach details of all rates, units, and charges)	Not To Exceed Amt: \$ 1,000,000.00

**Contract Signatures**

AUDITING	VENDOR/CONTRACTOR	AWARDING AUTHORITY/OFFICIAL
APPROVED AS TO THE AVAILABILITY OF AN APPROPRIATION OR PURSUANT TO ARTICLE 12 OF THE GENERAL CONDITIONS	AGREES TO PROVIDE THE GOODS OR SERVICES AS INDICATED IN ACCORDANCE WITH THE ASSOCIATED CONTRACT DOCUMENTS	IT IS MY BELIEF THAT THERE IS LITTLE OR NO RISK OF DEFAULT OR UNSATISFACTORY PERFORMANCE BY THE VENDOR/CONTRACTOR
SIGNATURE	SIGNATURE	SIGNATURE
APPROVED APPROPRIATION IN THE AMOUNT OF:  \$ 1,000,000.00		



**CITY OF BOSTON  
STANDARD CONTRACT GENERAL CONDITIONS**

Form CM11

**ARTICLE 1 -- DEFINITION OF TERMS:**

1.1 The following terms in these Contract Documents shall be construed as follows:

1.1.1 "City" shall mean the City of Boston, Massachusetts.

1.1.2 "Contract" and "Contract Documents" shall include, in the following hierarchy of document precedence, as applicable: the City's Standard Contract Document; these Standard Contract General Conditions; the Invitations for Bids, Requests for Proposals, or other solicitations; the Contractor's responses including Contractor Certifications and Applications, excluding any language stricken by City as unacceptable and including any negotiated statements of work contemplated by the solicitation; and Performance Bonds, which documents are incorporated herein by reference.

1.1.3 "Contractor" shall mean the individual, partnership, corporation or other entity to which this Contract is awarded.

1.1.4 "Official" shall mean the awarding authority/officer acting on behalf of the City in the execution of the Contract.

**ARTICLE 2 -- PERFORMANCE:**

2.1 The Contractor shall conform to all determinations and directions, in accordance with provisions of this Contract, of the Official concerning all questions which may arise relating to the performance of services under this Contract.

2.2 The Contractor shall, upon written request of the Official, remove from City premises and replace all individuals in the Contractor's employ whom the Official determines to be disorderly, careless or incompetent or to be employed in violation of the terms of this Contract.

2.3 City is entitled to ownership and possession of all deliverables purchased or developed with Contract funds. All work papers, reports, questionnaires and other written materials prepared or collected by the Contractor in the course of completing the work to be performed under this Contract shall at all times be the exclusive property of the City. The Contractor shall not use such materials for any purposes other than the purpose of this Contract without the prior written consent of the Official. All Contractor proprietary rights shall be detailed in the Contract Documents.

2.4 Prior to beginning performance under this Contract, Contractor must receive a Purchase Order from City.

**ARTICLE 3 -- ACCEPTANCE OF GOODS OR SERVICES:**

3.1 Performance under this Contract shall include services rendered, obligations due, costs incurred, goods and deliverables provided and accepted by City. The City shall have a reasonable opportunity to inspect all goods and deliverables, services performed by, and work product of the Contractor, and accept or reject such goods, deliverables, services, or work product.

**ARTICLE 4 -- TIME:**

4.1 It is understood and agreed that Contractor's performance shall be timely and meet or exceed industry standards for the performance required.

**ARTICLE 5 -- COMPENSATION:**

5.1 The Contractor may, in the absence of a payment schedule, periodically submit to the Official invoices, itemizing goods, services, labor and expenses for which compensation is due and requesting payment for goods received or services rendered by the Contractor during the period covered by the invoice.

5.2 Thereupon the Official shall estimate the value of goods or services accepted by the City in accordance with the specific terms and conditions of a Contract, and City shall pay to the Contractor such amount less sums retained under the provisions of Article 8 of these General Conditions.

5.3 The City shall pay in full and complete compensation for goods received and accepted and services performed and accepted under this Contract in an amount not to exceed the amount shown on the face of this Contract paid in accordance with the rate indicated or in accordance with a prescribed schedule. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the City from all claims, liabilities or other obligations relating to the performance of a Contract.

5.4 In the event that this Contract provides for reimbursement by the City to the Contractor for travel or other expenses, the Contractor shall submit such proposed expenses to the Official for approval prior to the incurrence of such expenses, unless the Contract specifically provides otherwise, and all travel reimbursement shall be consistent with the City's Travel Policies and Procedures.

5.5 The Contractor shall furnish such information, estimate or vouchers relating to the goods or services or to documentation of labor or expenses as may be requested by the Official.

**ARTICLE 6 -- RELATIONSHIP WITH THE CITY:**

6.1 The Contractor is retained solely for the purposes of and to the extent set forth in this Contract. Contractor's relationship to the City during the term of this Contract shall be that of an independent Contractor. The Contractor shall

have no capacity to involve the City in any contract nor to incur any liability on the part of the City. The Contractor, its agents or employees shall not be considered as having the status or pension rights of an employee; provided that the Contractor shall be considered an employee for the purpose of General Laws c. 268A (the Conflict of Interest Law). The City shall not be liable for any personal injury to or death of the Contractor, its agents or employees.

6.2 Unless all the terms and conditions for the delivery or provision of goods or services by the Contractor to the City specified by this Contract are expressly set forth in a writing incorporated herein by reference, such delivery of goods or services shall require written approval of or direction by the Official prior to the incurrence of any liability by the City. The City has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract.

6.3 All alterations or additions, material or otherwise, to the terms and conditions of this Contract must be in writing and signed by the Official and Contractor and filed with the City Auditor. The City's Standard Contract Document and Standard Contract General Conditions shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, including contract forms, purchase orders, or invoices of the Contractor.

6.4 Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

#### ARTICLE 7 -- ASSUMPTION OF LOSS AND LIABILITY:

7.1 The Contractor shall pay and be exclusively responsible for all debts for labor and material contracted for by Contractor for the rental of any appliance or equipment hired by Contractor and/or for any expense incurred on account of services to be performed under this Contract.

7.2 The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all goods and deliverables, until possession, ownership and full legal title to the goods and deliverables are transferred to and accepted by the City.

7.3 To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless, and assume the defense of the City, its officers, agents or employees, with counsel acceptable to City, which acceptance shall not be unreasonably withheld, from all liabilities, suits, claims, losses, and costs or any other damages against them or any of them arising from any act or omission of the Contractor, its agents, officers, employees, or subcontractors in any way connected with performance under this Contract.

#### ARTICLE 8 - REMEDIES OF THE CITY:

8.1 If the Contractor provides goods and/or services that do not comply with Contract specifications and requirements as reasonably determined by the Official, the Official may request that the Contractor refurnish services or provide substitute goods at no additional cost to the City until approved by the Official. If the Contractor shall fail to provide satisfactory goods or services, the Official, in the alternative, may make any reasonable purchase or Contract to purchase goods or services in substitution for those due from the Contractor. The City may deduct the cost of any substitute Contract or nonperformance of services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor. The City otherwise retains all rights and remedies at law or in equity.

8.2 If the damages sustained by the City as determined by the Official exceed sums due or to become due, the Contractor shall pay the difference to the City upon demand.

8.3 The Contractor shall not be liable for any damages sustained by the City due to the Contractor's failure to furnish goods or services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including but not necessarily limited to a state of war, act of enemies, embargoes, expropriation or labor strike or any unanticipated federal, state, or municipal governmental regulation or order, provided that the Contractor has notified the Official in writing of such cause as soon as practicable.

8.4 The City may terminate this Contract for cause if the Contractor has breached any material term or condition and has not corrected the breach within a reasonable period of time after written notice from the City identifying the breach. This Contract may be terminated at any time for the convenience of the City at the option of the Official by delivering or mailing to the Contractor at the Contractor's business address a written notice of termination setting forth the date, not less than seven (7) days after the date of such delivery or mailing, when such termination shall be effective. In the event of such termination for convenience, the Contractor shall be compensated for services rendered to the effective date of said termination in accordance with the rates of compensation specified in this Contract. The parties agree that if City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

#### ARTICLE 9 -- REMEDIES OF CONTRACTOR:

9.1 If damages, other than loss on nonconforming services or on services not performed, are actually sustained by the Contractor due to any act or material omission for which the City is legally responsible, the City may allow a sum equal to

the amount of such damages sustained by the Contractor as determined by the Official in writing, provided the Contractor shall have delivered to the Official a detailed written statement of such damages and cause thereof within thirty (30) days after the act or material omission by the City.

#### ARTICLE 10 - PROHIBITION AGAINST ASSIGNMENT:

10.1 The Contractor shall not assign, delegate, subcontract or in any way transfer any interest in this Contract without prior written consent of the Official.

#### ARTICLE 11 - COMPLIANCE WITH LAWS AND PUBLIC POLICY:

11.1 This Contract is made subject to all laws of the Commonwealth of Massachusetts. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

11.2 The Contractor shall provide, at its sole expense, all necessary licenses, permits or other authorizations required by the City, the Commonwealth of Massachusetts or any other governmental agency with proper jurisdiction.

11.3 The Contractor shall where applicable take out and maintain during the term of this Contract such Worker's Compensation insurance as may be reasonably necessary to protect the Contractor from claims under General Laws c. 152 (the Worker's Compensation Law). The Contractor shall at all times maintain professional, liability, and other appropriate insurance as required by the solicitation or as otherwise required by City, but in no event less than the amount and type of insurance coverage sufficient to cover the performance.

11.4 The Contractor agrees and shall require any subcontractor to agree not to discriminate in connection with the performance of work under the Contract against any employee or applicant for employment because of sex, race, color, sexual orientation, gender identity or expression, marital status, parental status, ex-offender status, prior psychiatric treatment, military status, religious creed, disability, national origin, ancestry, source of income, or age, unless based upon a legally permissible and bona fide occupational qualification. The Contractor agrees and shall require any subcontractor to agree to post in conspicuous places notices to be provided by the Massachusetts Commission Against Discrimination, setting forth provisions of the Fair Employment Practice Law of the Commonwealth.

11.5 The Contractor's attention is called to General Laws c. 268A (the Conflict of Interest Law). The Contractor shall not act in collusion with any City officer, agent, or employee, nor shall the Contractor make gifts regarding this Contract or any other matter in which the City has a direct and substantial interest.

11.6 The Contractor shall keep himself fully informed of all City Ordinances and Regulations, and State and Federal laws, which in any manner affect the work herein specified. The Contractor shall at all times observe and comply with said ordinances, regulations or laws, and shall defend, hold harmless, and indemnify the City, its officers, agents and employees against any claim or liability arising from or based on the violations of such ordinances, regulations or laws, caused by the negligent actions or omissions of the Contractor, its agents, or employees.

11.7 In furtherance of the Mayor's Executive Order "Minority and Women Business Enterprise Development" dated December 31, 1987 and the Ordinance entitled "Promoting Minority and Women Owned Business Enterprises in the City of Boston" (Ordinances of 1987, Chapter 14, as amended), it is understood and agreed by the Contractor, and the Contractor by the execution of this Contract so certifies, as follows: (1) That the Contractor shall actively solicit bids for the subcontracting of goods and services from certified minority and women businesses; (2) That in reviewing substantially equal proposals the Contractor shall give additional consideration to the award of subcontracts to certified minority and women bidders.

11.8 The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the U.S. government, the Commonwealth of Massachusetts, or any of its subdivisions.

11.9 The Contractor certifies that neither it nor any of its subcontractors have been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c.149, c.151, or the Fair Labor Standards Act within three (3) years prior to the date of the Contract; or certifies that it has provided copies of any and all of the above to the Official prior to the date of the Contract and any required wage bond or insurance; and certifies that while the Contract is in effect, it will report any instance of the above to the Official within five (5) days of Contractor's receipt. The Contractor agrees and shall require any subcontractor to post in conspicuous places notices to be provided by the City, informing employees of the protections of applicable local, state, and federal law.

11.10 Contractor agrees that they shall comply fully with all state and federal laws and regulations regarding human trafficking and forced labor. Failure to do so will be considered a breach of this Contract.

11.11 If applicable, as determined by the Massachusetts Department of Labor Standards, the Contractor shall comply with the Massachusetts Prevailing Wage Law (M.G.L. c.149, s.26, -27H) for public works projects, which establishes minimum wage rates for workers on such projects. The Contractor shall comply and shall cause its subcontractors to comply with M.G.L. c.149, s.27B, which requires that a true and accurate record be kept of all persons employed on a project for which the prevailing wage rates are required. The Contractor shall, and shall cause its subcontractors to, submit weekly copies of their weekly payroll records to the City, to the extent the Prevailing Wage Law is applicable.

**ARTICLE 12 -- AVAILABLE APPROPRIATION:**

12.1 This Contract and payments hereunder are subject to the availability of an appropriation therefor. Any oral or written representations, commitments, or assurances made by the Official or any other City representatives are not binding. Contractors should verify funding prior to beginning performance.

12.2 If the Contract is funded under a grant with the Federal Government, it is being executed without further appropriation pursuant to General Laws c. 44, s.53A.

12.3 When the amount of the City Auditor's certification of available funds is less than the face amount of the Contract, the City shall not be liable for any claims or requests for payment by the Contractor which would cause total claims or payments under this Contract to exceed the amount so certified.

12.4 Unless otherwise expressly provided in a writing incorporated herein by reference, the amount certified by the City Auditor as available funds under this Contract may be increased or decreased by the Official with the written approval of such change by the City Auditor. In the event of any decrease in the amount certified, the Contractor shall be compensated for services rendered to the effective date of such reduction, in accordance with the rates of compensation specified in this Contract.

**ARTICLE 13 -- RELEASE OF CITY ON FINAL PAYMENT:**

13.1 Acceptance by the Contractor of payment from the City for final services under this Contract shall be deemed to release forever the City from all claims and liabilities, except those which the Contractor notifies the Official in writing within six (6) months after such payment.

**ARTICLE 14 -- PUBLIC RECORDS AND ACCESS:**

14.1 The Contractor shall provide full access to records related to performance and compliance to the City for seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

**ARTICLE 15 -- STATE TAXATION CERTIFICATION:**

15.1 Pursuant to M.G.L. c. 62C, s. 49A, the Contractor certifies under penalties of perjury, that to the best of Contractor's knowledge and belief, Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support. (NOTE: The Taxpayer Identification Number will be furnished to the Massachusetts Department of Revenue to determine compliance with the above-referenced law).

**ARTICLE 16 -- MONIES OWED TO THE CITY:**

16.1 Pursuant to M.G.L. c. 60, s. 93, the Contractor agrees that the Collector/Treasurer of the City of Boston may withhold from amounts owing and payable to the Contractor under this Contract any sums owed to any department or agency of the City of Boston which remain wholly or partially unpaid. This shall include but not be limited to unpaid taxes and assessments, police details, and any other fees and charges until such sums owed have been paid in full, and the Collector/Treasurer may apply any amount owing and payable to the Contractor to satisfy any monies owed to the City.

**ARTICLE 17 -- BID COLLUSION:**

17.1 The Contractor certifies under penalties of perjury that his/her bid or proposal has been made and submitted in good faith and without collusion, fraud, or unfair trade practice with any other person. As used in this article, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals. Any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

**ARTICLE 18 -- FORUM AND CHOICE OF LAW:**

18.1 Any actions arising out of this Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Boston, Massachusetts which shall have exclusive jurisdiction thereof.

## FAC64: Security, Surveillance, Monitoring and Access Control Systems

UPDATED: 06/20/2018

<b>Contract #:</b>	FAC64
<b>MMARS MA #:</b>	FAC64*
<b>Initial Contract Term:</b>	06/01/2013 – 5/31/2018
<b>Maximum End Date:</b>	5/31/2019
<b>Current Contract Term:</b>	06/01/2013 – 5/31/2019
<b>Contract Manager:</b>	Ashish Patel, 617-720-3190, <a href="mailto:ashish.s.patel@mass.gov">ashish.s.patel@mass.gov</a>
<b>This Contract Contains:</b>	Small Business Purchasing Program (SBPP), Prompt Payment Discounts (PPD), and Supplier Diversity Office (SDO) Contractors
<b>UNSPSC Codes:</b>	46-17-00 Security surveillance and detection

\*The asterisk is required when referencing the contract in the Massachusetts Management Accounting Reporting System (MMARS).

### Table of Contents:

(NOTE: To access hyperlinks below, scroll over desired section and CTL + Click)

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- [Who Can Use This Contract](#)
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- [Pricing, Quotes and Purchase Options](#)
- [Example Quoting Scenarios](#)
- [Instructions for MMARS Users](#)
- [Emergency Services](#)
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### Contract Summary

This is a Statewide Contract for Security surveillance and detection. This contract covers the acquisition of Security Systems and Related Services to include, but not limited to, Video, Access Control, Integrated Video Management, Visitor Management, Locks, Alarms, Monitoring Services/Systems, Catalog Sales, Service, and Maintenance.

NOTE: Contract User Guides are updated regularly. Print copies should be compared against the current version posted on [mass.gov/osd](http://mass.gov/osd).

Updated: 06/20/2018

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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

NOTE: Contract User Guides are updated regularly. Print copies should be compared against the current version posted on [mass.gov/osd](http://mass.gov/osd).

Updated: 06/20/2018

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2. Click “Advanced” at the top of the page, to the right of the search bar
3. Select Document Type “Contracts/Blankets”
4. Type “FAC64” into the “Description” and click “Search” or hit enter
5. Click on Contractor or category MBPO link

### Category MBPOs

Each category MBPO is setup to allow buyers to solicit quotes from multiple vendors within the category. Buyers need to be logged into COMMBUYS to utilize the solicitation enabled feature. Direct links to the public view of each MBPO are available below.

Category	MBPO Link
1	<a href="#">PO-17-1080-OSD03-SRC3-9509</a>
2	<a href="#">PO-17-1080-OSD03-SRC3-9506</a>
2A	<a href="#">PO-17-1080-OSD03-SRC3-9511</a>
3	<a href="#">PO-17-1080-OSD03-SRC3-9512</a>

### Who Can Use This Contract

#### Applicable Procurement Law

Executive Branch Goods and Services: MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00;

#### Eligible Entities

1. Cities, towns, districts, counties, and other political subdivisions;
2. Executive, Legislative, and Judicial branches, including all Departments and elected offices therein;
3. Independent public authorities, commissions, and quasi-public agencies;
4. Local public libraries, public school districts, and charter schools;
5. Public Hospitals owned by the Commonwealth;
6. Public institutions of high education;
7. Public purchasing cooperatives;
8. Non-profit, UFR-certified organizations that are doing business with the Commonwealth;
9. Other States and Territories with no prior approval by the State Purchasing Agent required; and
10. Other entities when designated in writing by the State Purchasing Agent.

### Construction Requirements

Purchasers must ensure that **any** services involving construction are limited to \$50,000 or less.

Purchasing entities are responsible for compliance with applicable construction law requirements. Information concerning specific M.G.L. c. 149 and c. 30 construction requirements may be found in the Office of the Inspector General’s Public Procurement Charts at: [www.mass.gov/ig/publications/guides-advisories-other-publications/procurement-charts-november-7-2016.pdf](http://www.mass.gov/ig/publications/guides-advisories-other-publications/procurement-charts-november-7-2016.pdf). It is the responsibility of the Eligible Entity to determine whether installation work includes construction as defined by M.G.L. c.149 or M.G.L. c.30, §39M.

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Chapter 30B Procurement Assistance from the Office of the Inspector General is available at [mass.gov/ig/procurement-assistance](http://mass.gov/ig/procurement-assistance). Access the 30B Hotline at 617-722-8838 or email them at: [30BHotline@massmail.state.ma.us](mailto:30BHotline@massmail.state.ma.us).

See [Quotes Including Construction Services Requirements](#) below for information on quoting these types of projects.

### **Section 27D: "Construction" and "constructed" defined**

Section 27D. Wherever used in sections twenty-six to twenty-seven C, inclusive, the words "construction" and "constructed" as applied to public buildings and public works shall include additions to and alterations of public works, the installation of resilient flooring in, and the painting of, public buildings and public works; certain work done preliminary to the construction of public works, namely, soil explorations, test borings and demolition of structures incidental to site clearance and right of way clearance; and the demolition of any building or other structure ordered by a public authority for the preservation of public health or public safety.

<https://malegislature.gov/Laws/GeneralLaws/PartI/TitleXXI/Chapter149/Section27D>

## **Pricing, Quote and Purchase Options**

### **Pricing Options**

**Equipment, Materials and Supplies:** Pricing is based on a discount percentage off the current catalog/price list. The Commonwealth and Eligible Entities reserve the right to request a copy of the catalog or price list at any time. Contractors must post the current catalog/price list on their website dedicated to FAC64. The Discount percentage will be firm through the initial term of the contract. However, Contractors may increase the discount offered at any time by contacting the OSD Contract Manager. Additionally, Contractors may offer additional discounts to Eligible Entities on a case-by-case basis.

### **Product/Service Pricing and Finding Vendor Price Files**

Price files are posted as attachments to each Contractor's Master Blanket Purchase Order (MBPO) on COMMBUYS. To view each Contractor's MBPO please follow the instructions for "How to find FAC64 MBPOs in COMMBUYS" on page 2 in this user guide. Additionally you may review the [Contractor List and Information](#) Table on pages 15 to 18 which has direct links to the public view of each Contractor's MBPO. "Public view" means you may access the MBPO without being logged into COMMBUYS. Contractor price files may be downloaded from the public view or from being logged into COMMBUYS.



### Setting up a COMMBUYS Account

COMMBUYS is the Commonwealth's electronic Market Center supporting online commerce between government purchasers and businesses. If you do not have one already, contact the COMMBUYS Help Desk to set up a COMMBUYS buyer account for your organization: (888)-627-8283 or [COMMBUYS@state.ma.us](mailto:COMMBUYS@state.ma.us).

Per **801 CMR 21.00**, Executive Branch Departments must use established statewide contracts for the purchase of commodities and services. Specifically, Executive Departments are required to use OSD's statewide contracts, including designated statewide contracts, if available, for their specific commodity and service needs. Exceptions will only be permitted with prior written approval from the Assistant Secretary for Operational Services, or designee.

When contacting a vendor on statewide contract, always reference FAC64 to receive contract pricing.

### Quick Search in COMMBUYS

Log into COMMBUYS, and use the Search box on the COMMBUYS header bar to locate items described on the MBPO or within the vendor catalog line items. Select Contract/Blanket or Catalog from the drop-down menu.

### Purchase Options

The purchase options identified below are the only acceptable options that may be used on this contract:

Once your quote or item selections have been prepared a Purchase Order (called a Release Requisition on COMMBUYS) must be placed in COMMBUYS. Instructions for "How to Create a Release Requisition and Purchase Order" can be found on a Job Aid in the COMMBUYS section of the OSD website ([Job Aids for Buyers](#)).

### Referencing the Statewide Contract

In order to ensure that you receive all the benefits and savings associated with the statewide contract, **BUYERS SHOULD ALWAYS REFERENCE THE STATEWIDE CONTRACT AND DOCUMENT NUMBER FAC64** when opening an account and placing an order with a Contractor.

### COMMBUYS Line Items

Each MBPO for this contract is setup in COMMBUYS with category line items at \$0.00. When you create your Release Requisition in COMMBUYS you will need to change the dollar amount to the quoted dollar amount you will pay for your Purchase Order. You should also edit the item description at this time to include the quote number, product information, or any other type of note you wish to add to the order.



### COMMBUYS Solicitation Enabled MBPOs

Each category has a solicitation enabled MBPO page to allow for more convenient quoting. To utilize these MBPO pages, buyers must begin by creating a Release Requisition, checking off the “Solicitation Enabled” box, and select “Release” as the Requisition Type. Buyers will then click on the “Items” tab, click “Search Items” at the bottom, click to expand the “Advanced Search” option, enter “FAC64” as description, and click “Find It” to bring up each category’s solicitation enabled MBPO page.

### Updated COMMBUYS Line Items (October 2016)

Contractors in Categories 1 and 3 may now list individual products as line items in COMMBUYS. Buyers may now get results when they search for specific items. Please note however that not all Contractors have included product line items. To maximize options buyers should issue a request for quote to all Contractors in the category they are utilizing. Each Contractor MBPO has a \$0.00 line item for submitting Purchase Orders based on quoted pricing.

### How to search for FAC64 products in COMMBUYS:

1. Sign into COMMBUYS
2. Use the search bar at the top of the page to type in a product (keep “Catalog” in the drop-down menu)
3. Click the magnifying glass to search

*Please note: pricing will appear in 2 formats: **MSRP price** or **FAC64 price***

**MSRP price** will appear as a price with a discount percentage in parenthesis.

*Example: \$1,000 / EA (discount 10.0%)*

*\* Buyers can calculate the price by reducing the MSRP by the discount percentage. The price will automatically change once the item is added to a requisition.*

**FAC64 price** will appear with a 0% discount and is already calculated for FAC64.

*Example: \$1,000 / EA (discount 0.0%)*



## Obtaining Quotes

(Please review the [Example Quoting Scenarios on page 7](#))

Contract users should always reference FAC64 when contacting vendors to ensure they are receiving contract pricing. Quotes, not including construction services, should be awarded based on best value.

### Multiple Quotes for Construction

**Eligible Entities must solicit quotes from at least three (3) Contractors for any work that will involve construction.** The minimum requirement is that Eligible Entities *contact* at least three (3) Contractors for quotes; you are not required to receive responses from all three (3) contacted Contractors.

### Selecting a Quote Including Construction Services

Please note specific requirements that apply for selecting a quote for construction services, depending upon the scope of your bid:

- Where the construction services are less than \$10,000: Select a vendor based on sound business practices, consistent with your entity's procurement policies and procedures.
- For construction services valued from \$10,000-\$50,000: Must solicit a minimum of three quotes and receive two written responses; and must award to lowest responsible bidder.

**Tip:** Buyers should request that Contractors itemize their quotes so that the construction and/or construction-related services are isolated and easily identifiable.

### Selecting Quotes NOT Including Construction

Buyer may select Contractor based on sound business practices/best value.

### Labor vs. Parts and Material

When conducting quotes for a project that will involve construction/construction-related labor (Category 2 and sometimes Category 3) the parts and materials costs do not count against your \$10,000 or \$50,000 thresholds. Only the labor costs are counted against the thresholds.

### Quotes for Catalog Sales in Category 1 or Category 3

Eligible Entities may review the price files for Contractors in Category 1 to determine the net cost of the equipment they are interested in. Checking a Contractor's price file will constitute as a quote for Category 1. Eligible Entities may also review price files for Category 3 when purchasing products/material only (no installation/construction service involved).

Many times Contractors are willing to offer additional discounts, so checking with each Contractor directly is strongly encouraged.

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## Example Quoting Scenarios [FAC64 category in brackets]

### Example 1 – Catalog Sales [1 or 3] and Monitoring Services [2A]

You are an Eligible Entity soliciting quotes for catalog sale items in Category 1 or 3 or monitoring services from Category 2A and there is no construction/construction-related labor involved with your purchase.

STEPS:

1. Review Category 1, 2A, or 3 Contractor prices files by downloading them from their respective COMMBUYS MBPO and select the Contractor with the best discount/price.

OR

Request quotes from Contractors within Category 1, 2A, or 3.

### Example 2 – Construction Projects under \$10,000 [2 or 3]

You are an Eligible Entity soliciting quotes for a Category 2 or 3 project involving labor costs that will be below \$10,000 in construction/construction-related labor.

STEPS:

1. **MANDATORY:** Request quotes from at least three (3) Contractors on FAC64 within the category.
2. Select a Contractor based on sound business practice/best value.

### Example 3 – Construction Projects between \$10,000 and \$50,000 [2 or 3]

You are an Eligible Entity soliciting quotes for a Category 2 or 3 project involving labor costs that will be between \$10,000 and \$50,000 in construction/construction-related labor.

STEPS:

1. **MANDATORY:** Request quotes from at least three (3) Contractors on FAC64 within the category.
2. **MANDATORY:** Receive at least two (2) written responses from Contractors on FAC64 within the category.
3. **MANDATORY:** Award project to the Contractor with the lowest responsible response.

### Example 4 – Construction Projects greater than \$50,000 [2 or 3]

You are an Eligible Entity soliciting quotes for a Category 2 or 3 project involving labor costs that will be greater than \$50,000 in construction/construction-related labor.

STEP:

1. **MANDATORY:** Eligible Entity must go out to Public Bid and cannot use FAC64.



## Prevailing Wage Requirements

All work under Category 2 is subject to prevailing wage and work under Category 3 may or may not be subject to prevailing wage pursuant to M.G.L. c. 149, depending on the nature of the work. Eligible Entities that utilize this contract will be considered the “awarding authority”. Eligible Entities must provide Contractors a copy of the current prevailing wage rates at the time of quote request. The awarding authority has the legal obligation to request a prevailing wage schedule from the Department of Labor Standards (DLS) at <http://www.mass.gov/lwd/labor-standards/prevailing-wage-program/> or by calling the DLS Prevailing Wage Program at 617-626-6975.

Contractors are responsible for complying with the Prevailing Wage law. The maximum rates at which Contractors may invoice for labor are specified in the cost tables attached to each Contractor’s MBPO in COMMBUYS.

## Prevailing Wage Schedules

**Eligible Entities are responsible for requesting the latest prevailing wage schedule from the Department of Labor Standards (DLS).** Contractors are **not** responsible for supplying a prevailing wage schedule and are **not** authorized to request the prevailing wage schedule on behalf of the Eligible Entity.

To begin your request for a prevailing wage schedule, or to learn more information about the prevailing wage, visit the DLS website: <http://www.mass.gov/lwd/labor-standards/prevailing-wage-program/>

## Labor Rates

Contractors have provided hourly rates for non-prevailing wage positions and mark-ups over prevailing wage for prevailing wage positions. Mark-ups over prevailing wage are **ceiling mark-ups** and hourly rates are **ceiling rates**; both will remain firm for the initial term of the contract. Contractors may decrease mark-ups or hourly rates at any time by contacting the OSD Contract Manager. Additionally, Contractors may offer discounted rates to Eligible Entities on a case-by-case basis.

**Note regarding locksmith work under Category 3:** Per the Massachusetts Department of Labor Standards, when covered by the prevailing wage, locksmith work falls under the carpenter rate.

## Instructions for MMARS Users

MMARS users must reference the MA number in the proper field in MMARS when placing orders with any contractor.



## Emergency Services

Many statewide contracts are required to provide products or services in cases of statewide emergencies. [ML - 801 CMR 21](#) defines emergency for procurement purposes. Visit the [Emergency Contact Information for Statewide Contracts](#) list for emergency services related to this contract.

## Shipping/Delivery>Returns

### No surcharges

In general, no transportation, fuel, energy, insurance or any other surcharges will be allowed throughout the duration of the contract(s). However, for work done in Dukes or Nantucket Counties, Contractors **may** bill for reasonable third party travel expenses beyond normal commuting to and from the state or other Eligible Entity work site for services not covered by on-site warranty, service calls and/or a contracted maintenance plan. This includes the cost of a ferry to and from Dukes or Nantucket Counties. The definition of reasonable rates means those that are commercially available and competitive with other services companies.

### Delivery

Contractor(s) must deliver equipment and/or supplies statewide, including the islands. Delivery must be F.O.B. destination with no delivery or travel expenses paid by the Eligible Entity, with the exception noted for Dukes and Nantucket Counties.

## Additional Information

### Negotiation

Eligible Entities have the right to negotiate pricing or other aspects of purchases within the scope of the contract and are encouraged to do so.

### Pre-Installation

It is the Contractor's responsibility, prior to delivery, to survey and review the particular installation location to ensure the existing proposed location will meet the manufacturer's established installation criteria. Should the proposed installation location not meet established installation criteria, the Contractor and the Eligible Entity will attempt to locate an alternate mutually agreeable location for the equipment at the particular site.

Contractors not familiar with any location are strongly advised to personally view those locations prior to delivery. A lack of familiarity with an installation location will in no way relieve a Contractor from its responsibility to fulfill its contractual obligations.



## Installation

### Compliance with Regulatory Requirements

Contractor must maintain full compliance with all Regulatory Licensure Boards' (State Board of Electrical Examiners, Department of Public Safety) licensing requirements for all work.

### Cabling and Cable Associated Hardware

Cabling and associated hardware that is installed under this contract must be used for the security, surveillance, monitoring, and/or access control system. For cabling used for other purposes, use the current statewide contract for Data Infrastructure (Non-Construction related low voltage) Cabling Services and Maintenance, ITC54, or its successor.

### Post-Installation

Contractor must be responsible for all installation of equipment and/or supplies and removal of all package material from the premises in coordination with the Eligible Entities instructions. For off-site monitoring services, Contractor must ensure there are systems current to meet the needs of the Commonwealth and remain current against intrusive/invasive systems that could compromise the installed system(s).

### Anticipated Service Disruption

Contractor must coordinate with the Eligible Entity for any anticipated service disruption. If anticipated disruption is scheduled the Contractor must provide a minimum of 24 hours' notice to the Eligible Entity.

### Training and Training Materials

Category 2, Category 2A, and Category 3 Contractors must provide significant training to designated personnel within the Eligible Entity during the final system testing and start-up phase of the project. The Contractor and Eligible Entity shall mutually agree on the duration as well as the location and schedule of the training. Training materials include, but are not limited to books, handouts, software, or customized training videos will be provided by the Contractor and will be given to the Eligible Entity at no additional cost, as agreed upon by the parties.

### Software Licenses

Where applicable, the cost of software licenses should be included in the Service Maintenance Agreement. Eligible Entities may also purchase software licenses separate from any Service Maintenance Agreements. Software licenses should be purchased through the Contractor who installed the equipment/system.



### Service Maintenance Plans

Category 2 Contractors must be able to provide service/maintenance agreements with various service levels available to the Eligible Entity at negotiated rates for repair and service work performed after the warranty period. The service/maintenance plan shall include various levels of Contractor response times available to the Eligible Entity. Contractors must offer an immediate response plan with 24x7x365 availability. Eligible Entities will negotiate pricing for service/maintenance plans with the Contractor.

Eligible Entities are encouraged to enumerate the requirements desired for any service/maintenance plan at the time of quote so total cost of ownership can be factored into award decisions. Some elements to consider when requesting a service/maintenance agreement include: Response time guarantees, up time guarantees, quality requirements, and penalties.

### Warranties

Contractors must provide a standard warranty for all equipment of at least 1 year in length. Eligible Entities may purchase extended warranties with Contractors at negotiated pricing. Please see each Contractor's price file on COMMBUYS for information regarding the availability of extended warranties.

Contractor must affix a label or decal to the control device for any equipment at the time of installation showing warranty period by dates, and the name, address, and telephone number of the OEM or Reseller responsible for warranty service of the equipment.

A successful installation is constituted by the product, equipment or system being fully capable of functioning to its fullest capacity and according to its design and is unencumbered by flaws resulting from poor installation. System Acceptance (final sign-off) will be provided by the user entity acknowledging final acceptance of a successful installation. System Acceptance cannot be unreasonably withheld by any entity, the contract manager or the project manager.

### No pre-payments

Contractor must not request any form of pre-payments by the Eligible Entity before the service is rendered. For special projects implemented in phases, by mutual agreement of the Eligible Entity and the Contractor, invoices must be issued after each phase is completed to the Eligible Entity's satisfaction.



## Statement of Work

Eligible Entities should provide a clear Statement of Work to the Contractors at the time of the request for quote. The following are some elements to consider including in a statement of work:

### **Important Elements of the Statement of Work:**

- Reference to the Statewide Contract FAC64
- Prevailing wage sheets, as applicable to the job
- Work schedules and performance dates
  - Release Date of the Request for Quote
  - Walkthrough requirements, if required
  - Response Date of Request for Quote
  - Date of Contractor Selection
- Responsibilities of the Contractor
  - Agrees to fulfill all provisions of the FAC64 statewide contract
  - Responsible for complete design, measurements, and drawings
  - Delivery, installation, testing, training, design and start up
  - Replace, modify, or upgrade existing hardware as necessary
  - Include the cost of any software licenses in bid
- Whether sub-Contractors will be allowed
- Eligible Entity Reserves right to negotiate and modify requirements with awarded Contractor
- Submittal Requirements
  - Narrative – how proposer will complete scope of work
  - Estimated timeline from release of purchase order to system live
  - Drawing Requirements
- Service/Maintenance Agreements
  - Response time guarantees desired
- Up time guarantees

## Strategic Sourcing Team Members

- Randal Cabral, Department of Public Health
- Randy Clarke, MBTA
- Michael Courtney, Bureau State Buildings
- David Crouse, Massachusetts State Police
- Donald Denning, City of Boston
- Nancy Fitzgerald, Department of Fire Services
- Roger Gauthier, Department of Public Health
- Sylvain Kabeya, Massachusetts Rehabilitation Commission
- Adam Peters, MBTA
- Charles Plungis, Operational Services Division
- Korina Senior, Department of Fire Services

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# Contract User Guide for FAC64

## Contractor List and Information\*

Vendor	Master Blanket Purchase Order #	MMARS Vendor Code and Vendor Line	Contact Person	Phone #	Email	Categories
**Conversion Vendor Category 1 Catalog Sales	<a href="#">PO-17-1080-OSD03-SRC3-9509</a>	N/A	Ashish Patel	617-720-3190	<a href="mailto:ashish.s.patel@state.ma.us">ashish.s.patel@state.ma.us</a>	1
**Conversion Vendor Category 2 Security Equipment, Systems, and Related Services	<a href="#">PO-17-1080-OSD03-SRC3-9506</a>	N/A	Ashish Patel	617-720-3190	<a href="mailto:ashish.s.patel@state.ma.us">ashish.s.patel@state.ma.us</a>	2
**Conversion Vendor Category 2A Security Monitoring Services	<a href="#">PO-17-1080-OSD03-SRC3-9511</a>	N/A	Ashish Patel	617-720-3190	<a href="mailto:ashish.s.patel@state.ma.us">ashish.s.patel@state.ma.us</a>	2A
**Conversion Vendor Category 3 Locks, Accessories, and Related Equipment	<a href="#">PO-17-1080-OSD03-SRC3-9512</a>	N/A	Ashish Patel	617-720-3190	<a href="mailto:ashish.s.patel@state.ma.us">ashish.s.patel@state.ma.us</a>	3
Access Control Systems Inc.	<a href="#">PO-14-1080-OSD01-OSD10-0000000037</a>	VC0000442226, 19	Charles R. Patterson	603-249-9820	<a href="mailto:charlie@a-c-s.biz">charlie@a-c-s.biz</a>	2
Advanced Alarm Systems Inc.	<a href="#">PO-14-1080-OSD01-OSD10-0000000039</a>	VC6000174944, 24	Kevin C Fitzpatrick	508-726-4564	<a href="mailto:kevin@80044alarm.com">kevin@80044alarm.com</a>	2, 2A
American Alarm	<a href="#">PO-14-1080-OSD01-OSD10-0000000040</a>	VC6000161658, 9	Larry Movsessian	781-859-2055	<a href="mailto:Lmovsessian@americanalarm.com">Lmovsessian@americanalarm.com</a>	2, 2A, 3
Autoclear LLC	<a href="#">PO-14-1080-OSD01-OSD10-0000000041</a>	VC6000227553, 33	Alan Martin	973-826-0504	<a href="mailto:alanm@a-clear.com">alanm@a-clear.com</a>	1
Aventura	<a href="#">PO-14-1080-OSD01-OSD10-0000000042</a>	VC0000672476, 29	Lavonne Lazarus	631-300-4000 Ext. 7125	<a href="mailto:llazarus@aventuracctv.com">llazarus@aventuracctv.com</a>	1

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**OPERATIONAL SERVICES DIVISION**

<b>Vendor</b>	<b>Master Blanket Purchase Order #</b>	<b>MMARS Vendor Code and Vendor Line</b>	<b>Contact Person</b>	<b>Phone #</b>	<b>Email</b>	<b>Categories</b>
BCM Controls Corporation	<a href="#">PO-14-1080-OSD01-OSD10-00000000044</a>	VC6000170044, 2	Steven Feinberg	781-933-8878	<a href="mailto:feinbergs@bcmcontrols.com">feinbergs@bcmcontrols.com</a>	2
CEIA USA Ltd.	<a href="#">PO-14-1080-OSD01-OSD10-00000000045</a>	VC6000235985, 13	Luca Cacioli	330-405-3190	<a href="mailto:sales@ceia-usa.com">sales@ceia-usa.com</a>	1
Convergint Technologies (formerly Go Technologies)	<a href="#">PO-14-1080-OSD01-OSD10-00000000055</a>	VC0000537450, 36	Michael Kotwicki	508-898-2077	<a href="mailto:mike.kotwicki@convergint.com">mike.kotwicki@convergint.com</a>	1, 2, 3
Dugmore & Duncan, Inc.	<a href="#">PO-14-1080-OSD01-OSD10-00000000046</a>	VC6000158288, 7	Skip Reid	339-788-2019	<a href="mailto:skip@dugmore.com">skip@dugmore.com</a>	3
Electronic Security Control Systems	<a href="#">PO-14-1080-OSD01-OSD10-00000000047</a>	VC6000200266, 30	Ben Jacobellis	781-271-0830	<a href="mailto:benny3@escsinc.com">benny3@escsinc.com</a>	1, 2, 3
ECI Systems, LLC (formerly NET Technologies)	<a href="#">PO-18-1080--SRC01-11967</a>	VC0000923148, 38	Justin Davis	800-639-2086	<a href="mailto:justin.davis@ecintegrated.com">justin.davis@ecintegrated.com</a>	2
ENE Systems	<a href="#">PO-14-1080-OSD01-OSD10-00000000048</a>	VC6000172484, 20	Jill Murray	781-828-6770	<a href="mailto:jmurray@enesystems.com">jmurray@enesystems.com</a>	1, 2, 2A
FTG Security	<a href="#">PO-14-1080-OSD01-OSD10-00000000095</a>	VC6000248391, 4	Brian Ingalls	339-502-6619	<a href="mailto:bingalls@isyscc.com">bingalls@isyscc.com</a>	2
Galaxy Integrated Technologies	<a href="#">PO-14-1080-OSD01-OSD10-00000000054</a>	VC6000187522, 15	John Gulezian	617-202-6388	<a href="mailto:johng@galaxyintegrated.com">johng@galaxyintegrated.com</a>	2
Graybar Electric Company Inc.	<a href="#">PO-14-1080-OSD01-OSD10-00000000057</a>	VC6000214241, 5	Michael Teahan	617-721-4041	<a href="mailto:michael.teahan@graybar.com">michael.teahan@graybar.com</a>	1
Industrial Video Control	<a href="#">PO-14-1080-OSD01-OSD10-00000000091</a>	VC0000463150, 16	Dipak Sagar	617-467-3059 ext. 122	<a href="mailto:dsagar@ivcco.com">dsagar@ivcco.com</a>	1

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OPERATIONAL SERVICES DIVISION

Vendor	Master Blanket Purchase Order #	MMARS Vendor Code and Vendor Line	Contact Person	Phone #	Email	Categories
Ironman Inc.	<a href="#">PO-14-1080-OSD01-OSD10-00000000097</a>	VC0000672150, 25	James L. Hatch	989-386-8975	<a href="mailto:ironman@ironmans.net">ironman@ironmans.net</a>	1
(J&M Brown Company, Inc.) Spectrum Integrated Technologies	<a href="#">PO-14-1080-OSD01-OSD10-00000000098</a>	VC0000169620, 28	Steven A. Feldman	617-522-8800	<a href="mailto:sfeldman@spectrumit.com">sfeldman@spectrumit.com</a>	2
Lan-Tel Communications, Inc.	<a href="#">PO-14-1080-OSD01-OSD10-00000000102</a>	VC6000177274, 3	Kate Waldron	781-551-8599	<a href="mailto:kwaldron@lan-tel.com">kwaldron@lan-tel.com</a>	2
MEC Technologies LLC	<a href="#">PO-14-1080-OSD01-OSD10-00000000104</a>	VC0000464392, 31	James Brookshire	978-935-3118	<a href="mailto:jbrookshire@themecteam.com">jbrookshire@themecteam.com</a>	2
Minuteman Security Technologies	<a href="#">PO-14-1080-OSD01-OSD10-00000000110</a>	VC6000263147, 14	Joseph Lynch	978-783-0018	<a href="mailto:jlynch@minutemanst.com">jlynch@minutemanst.com</a>	2, 2A, 3
Pasek Corporation	<a href="#">PO-14-1080-OSD01-OSD10-00000000112</a>	VC6000158230, 17	David Alessandrini	617-269-7110	<a href="mailto:dalessandrini@pasek.com">dalessandrini@pasek.com</a>	2A, 3
Red Hawk Fire & Security, LLC	<a href="#">PO-14-1080-OSD01-OSD10-00000000115</a>	VC0000434061, 6	Lisa Wallace	508-967-1616	<a href="mailto:lisa.wallace@redhawkus.com">lisa.wallace@redhawkus.com</a>	2
Setronics Corp	<a href="#">PO-14-1080-OSD01-OSD10-00000000117</a>	VC6000161277, 32	Greg Riedel	978-671-5450	<a href="mailto:griedel@setronics.com">griedel@setronics.com</a>	2
Siemens Industry Inc.	<a href="#">PO-14-1080-OSD01-OSD10-00000000119</a>	VC6000214978, 12	Jonathan Hipsh	857-205-7598	<a href="mailto:jonathan.hipsh@siemens.com">jonathan.hipsh@siemens.com</a>	2
Signet Electronic Systems, Inc.	<a href="#">PO-14-1080-OSD01-OSD10-00000000121</a>	VC6000163065, 1	Gregory S. Hussey	781-871-5888 ext. 1105	<a href="mailto:greg.hussey@signetgroup.net">greg.hussey@signetgroup.net</a>	2
Stone & Berg Company, Inc.	<a href="#">PO-14-1080-OSD01-OSD10-00000000123</a>	VC6000156341, 18	Jennie Pagano	508-753-3551	<a href="mailto:stoneandberg@aol.com">stoneandberg@aol.com</a>	1

NOTE: Contract User Guides are updated regularly. Print copies should be compared against the current version posted on [mass.gov/osd](http://mass.gov/osd).

Updated: 06/20/2018

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**OPERATIONAL SERVICES DIVISION**

<b>Vendor</b>	<b>Master Blanket Purchase Order #</b>	<b>MMARS Vendor Code and Vendor Line</b>	<b>Contact Person</b>	<b>Phone #</b>	<b>Email</b>	<b>Categories</b>
Sullivan and McLaughlin	<a href="#">PO-14-1080-OSD01-OSD10-00000000125</a>	VC6000160868, 23	Will Bissonnette	617-474-0500 ext. 259	<a href="mailto:wbissonnette@sullymac.com">wbissonnette@sullymac.com</a>	2
Surveillance Specialties, Ltd.	<a href="#">PO-14-1080-OSD01-OSD10-00000000128</a>	VC6000171354, 27	Michael A. DeVita III	781-760-5148	<a href="mailto:michael.devita3@securadyne.com">michael.devita3@securadyne.com</a>	2, 3
Tyco Integrated Security LLC	<a href="#">PO-14-1080-OSD01-OSD10-00000000130</a>	VC6000256207, 34	Tom Maciag	508-479-0721	<a href="mailto:tmaciag@tyco.com">tmaciag@tyco.com</a>	1, 2, 2A
Valley Communications Systems, Inc.	<a href="#">PO-14-1080-OSD01-OSD10-00000000132</a>	VC6000157698, 10	Ken MacLeod	413-592-4136	<a href="mailto:kenm@valleycommunications.com">kenm@valleycommunications.com</a>	2
Wayne Alarm Systems, Inc.	<a href="#">PO-14-1080-OSD01-OSD10-00000000133</a>	VC6000171531, 22	Jeff Kahn	781-595-0000	<a href="mailto:jkahn@waynealarm.com">jkahn@waynealarm.com</a>	2, 2A

\*Note that COMMBUYS is the official system of record for vendor contact information.

\*\*The Conversion Vendor MBPOs are the central repository for all common contract files. [Price files may be found in the individual vendor's MBPO]

NOTE: Contract User Guides are updated regularly. Print copies should be compared against the current version posted on [mass.gov/osd](http://mass.gov/osd).

Updated: 06/20/2018

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APPROVED AS ORIGINAL

SP 9/25/18



LAN-TEL Communications, Inc.  
1400 Providence Highway  
Suite 3100  
Norwood, MA 02062  
781.551.8599 Fax 781.551.8667  
www.lan-tel.com

CITY OF BOSTON AUDITING DEPT.  
ATTN: ACCOUNTS PAYABLE  
ONE CITY HALL - ROOM M-4  
BOSTON, MA 02201

INVOICE ID: 9918021  
DRAW ID: 1  
DATE: August 31, 2018

CONTRACT ID: 18-0196-20  
BOSTON FIRE DEPARTMENT CCTV-Au  
LOCATION: 115 Southhampton St  
Boston, MA

SALESPERSON:  
CUSTOMER ID: COBOSAU  
PO #: BOSTN-000069047  
Terms: Net 0

FOR WORK PERFORMED: INSTALL CAMERA, WORKSTATIONS & TV MONITOR AT BFD HQ PO # BOSTN-0 000690473

FLIR HD 30 X ZOOM CP 4221-301 PART # CP-6302-31-I	\$ 2,061.86
DLINK 8 PORT SW / 4 POE PART # 8E-GS110008	\$ 100.00
ALTRONIX 24 V POWER SUPPLIES PART # T2428175	\$ 50.00
50" WBOX MONITOR PART # MONITOR	\$ 812.50
4 OUTPUT WORK STATION FLIR PART # WS (2 QUANTITY @ \$ 2,337.50)	\$ 4,675.00
LABOR	\$ 2,106.00
TOTAL:	\$ 9,805.36

BILLING IN THE AMOUNT OF:

\$9,805.36

ATTN: ACCOUNTS PAYABLE

AMOUNT DUE THIS INVOICE

**\$9,805.36**

Credit Card Payments will incur fee of 3.5%  
INTEREST @ 1.5% WILL BE CHARGED ON INVOICES OVER 60 DAYS.

0\* \*

2,061.86 +  
100.00 +  
50.00 +  
812.50 +  
4,675.00 +  
2,106.00 +  
9,805.36

*OK  
BJ  
10/1/18*

*OK to pay  
SP 9/25/18*

*U16 - 2.1 Cyber Security Target Hardening*



# City of Boston Purchase Order

## City of Boston

Purchasing Department  
One City Hall  
Room 808  
Boston MA 02201  
United States

Dispatched		
<b>Purchase Order</b>	<b>Date</b>	<b>Revision</b>
BOSTN-0000690473	2018-05-01	
<b>Payment Terms</b>	<b>Freight Terms</b>	
Net 30	DES PPD	
<b>Buyer</b>		
Heger,Brian		

**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:** Fire Department Headquarters  
115 Southampton Street  
Roxbury MA 02118  
United States  
**Attention:** See Detail Below

Tax Exempt? Y

State Tax Exempt ID: 04-6001380

Contract ID: 000000000000000000043933

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	FLIR HD 30 x Zoom CP 4221-301 Part # CP-6302-31-I	1.00	EA	2061.86 Attention: Captain Ryan McGovern	2061.86	06/01/2018
	55911-200-221100-504F-2306-2017-HLS17002	1.00				
2 - 1	Dlink 8 Port SW / 4 POE Part # 8E-GS110008	1.00	EA	100.00 Attention: Captain Ryan McGovern	100.00	06/01/2018
	55911-200-221100-504F-2306-2017-HLS17002	1.00				
3 - 1	ALTRONIX 24 v Power Supplies Part # T2428175	1.00	EA	50.00 Attention: Captain Ryan McGovern	50.00	06/01/2018
	55911-200-221100-504F-2306-2017-HLS17002	1.00				
4 - 1	50" WBOX Monitor Part # Monitor	1.00	EA	812.50 Attention: Captain Ryan McGovern	812.50	06/01/2018
	55911-200-221100-504F-2306-2017-HLS17002	1.00				
5 - 1	4 Output Work Station FLIR, Part # WS	2.00	EA	2337.50 Attention: Captain Ryan McGovern	4675.00	06/01/2018
	55911-200-221100-504F-2306-2017-HLS17002	2.00				



# 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-0000690473	2018-05-01	
Payment Terms	Freight Terms	
Net 30	DES PPD	
Buyer		
Heger,Brian		

**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:** Fire Department Headquarters  
115 Southampton Street  
Roxbury MA 02118  
United States  
**Attention:** See Detail Below

Tax Exempt? Y

State Tax Exempt ID: 04-6001380

Contract ID: 000000000000000000043933

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
6 - 1	Labor	1.00	EA	2106.00	2106.00	06/01/2018
				Attention: Captain Ryan McGovern		
55911-200-221100-504F-2306-2017-HLS17002		1.00				

Quoted By : Eric Johnson

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	
Kevin Coyne	Sally Glora	10/5/2018
Department Head/Purchasing Agent/BPS Business Manager	City Auditor/BPS Business Manager	
This is not a valid purchase order without the above signatures.		

CITY OF BOSTON  
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:

State contract 7AC04-Security,  
Surveillance, Monitoring &  
Access Control Systems

in accordance with the terms of the accompanying contract documents.

B. The Contractor is a/an:

Massachusetts 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. Badio

Treasurer is Joseph H. Badio

Place of business is 1400 Providence Highway  
Suite 3100, 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:

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A copy of the joint venture agreement is on file at \_\_\_\_\_  
and will be delivered to the Official on request.

4. If the Contractor is a Trust, state the name and address of all Trustees:

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The trust document(s) are on file at \_\_\_\_\_,  
and will be delivered to the Official on request.

5. If the business is conducted under any title other than the real name of the owner, state the time when, and place where, the certificate required by General Laws, c.110, §5, was filed:

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6. The Taxpayer Identification Number\* of the contractor (the number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941) is:

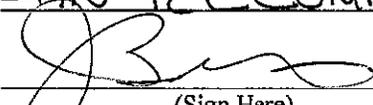
04-3141040

\*If individual, use Social Security Number \_\_\_\_\_

7. City of Boston Ordinance, Chapter IV, § 4-8 requires City Contractors to safeguard unprotected pedestrians, cyclists, and motorcyclists by installing side under-ride guards, convex blind spot mirrors, cross-over mirrors, and appropriate warning signage on all large vehicles used within the City of Boston in connection with a City

Contract. Large vehicles are those with a gross weight exceeding 10,000 lbs., a trailer with an unladen mass exceeding 10,000 lbs., or a semi-trailer with a gross weight exceeding 26,000 lbs. Contractors are required to have such large vehicles inspected by the City prior to starting work on a City of Boston Contract. Additional details may be found at [www.cityofboston.gov/procurement](http://www.cityofboston.gov/procurement).

8. The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.

Contractor: LAN-TEL COMMUNICATIONS, INC  
By:   
(Sign Here)  
Title: PRESIDENT / CEO  
Business Address: 1400 PRUDENCE HIGHWAY  
NORWOOD, MA 02062  
(City, State and Zip Code)

**NOTE: This statement must bear the signature of the contractor.**

If the Contractor is an individual doing business under a name other than his own name this statement must so state, giving the address of the individual.

If the Contractor is a partnership this statement must be signed by a general partner designated as such. If the Contractor is a corporation, trust or joint venture this statement must be signed by a duly authorized officer or agent of such corporation, trust or joint venture.

APPROVED AS TO FORM BY CORPORATION COUNSEL AUGUST 2015  
THIS FORM IS VOID AND WITHOUT LEGAL EFFECT IF ALTERED IN ANY WAY

(PUB AUG 2015)

**CM FORM 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**

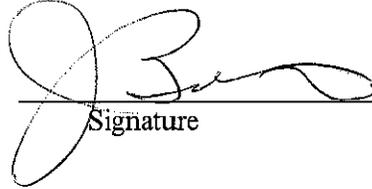
The undersigned certifies under penalties of perjury that the vendor is in compliance with the provisions of the Executive Order titled "Establishing Requirements for City Contracts in an Effort to Prevent Wage Theft," as currently in effect. **All Vendors must certify the following:**

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>

**CM FORM 15A**

**CORI COMPLIANCE**

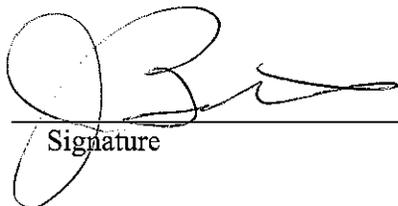
The City of Boston is subject to City of Boston Code, Chapter 4, section 7, which is intended to ensure that persons and businesses supplying goods and/or services to the City of Boston deploy fair policies relating to the screening and identification of person with criminal backgrounds through the CORI 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)

**CERTIFICATE OF AUTHORITY**  
(For Corporations Only)

05/17/2017

(Current Date)

At a meeting of the Directors of the LAN-TEL Communications, Inc.  
 (Name of Corporation)  
 duly called and held at 1400 Providence Highway, Suite 3100, Norwood, MA 02062  
 (Location of Meeting)  
 on the 17 day of May 2017 at which a quorum was present and acting,  
 it was VOTED, that Joseph H. Bodio  
 (Name)  
 the President/CEO of this corporation is hereby  
 (Position)  
 authorized and empowered to make, enter into, sign, seal and deliver in behalf of this corporation  
 a contract for FAC64: Security, Surveillance, Monitoring and Access Control Systems. 5/16/2017-5/31/2018  
 (Describe Service)

with the City of Boston, and a performance bond in connection with said contract.

I do hereby certify that the above is a true and correct copy of the record that said vote  
has not been amended or repealed and is in full force and effect as of this date, and that

Joseph H. Bodio  
 (Name)  
 is the duly elected President/CEO of this  
 (Position)  
 corporation.

Attest:

(Affix Corporate Seal Here)

Kate Waldron  
 (Clerk) (Secretary) of the Corporation

APPROVED AS TO FORM BY CORPORATION COUNSEL FEBRUARY, 1998  
THIS FORM IS VOID AND WITHOUT LEGAL EFFECT IF ALTERED IN ANY WAY



# CITY OF BOSTON 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 (FTE) who has been awarded a Service Contract of \$25,000 or more from the City of Boston must comply with the provisions of the Boston Jobs And Living Wage Ordinance which requires any such Vendors to pay at least the **Living Wage which is \$14.23 per hour** to any employee who directly expends his or her time on the services set out in the contract. All Subcontractors whose subcontracts are at least \$25,000 are also required to pay the Living Wage.

*If you are bidding on or negotiating a Service Contract that meets the above criteria, you should submit this Affidavit prior to the awarding of the contract. If you believe that you are exempt from the Living Wage Ordinance, complete Section 4: Exemption from Living Wage Ordinance, or if you are requesting a General Waiver, please complete Section 5: General Waiver Reason(s).*

**WARNING:** No Service Contract will be executed until this Affidavit is completed, signed and submitted to the Contracting Department

**IMPORTANT:** Please print in ink or type all required information. Assistance in completing this Form may be obtained by calling or visiting, The Living Wage Administrator, The Living Wage Division of the Office Of Workforce Development, telephone: (617) 918-5236, facsimile: (617) 918-5299, or your Contracting Department.

### Part 1: VENDOR INFORMATION:

Name of Vendor: LAN-TEL Communications, Inc.

Contact Person: Kate Waldron

Address 1400 Providence Highway, Suite 3100, Boston, MA 02062  
Street City Zip

Telephone #: 781.352.4134 Fax #: 781.551.8667

E-Mail: kwaldron@lan-tel.com

### Part 2: CONTRACT INFORMATION:

Name of the program or project under which the Contract or Subcontract is being awarded:  
FAC64 Security, Surveillance, Monitoring and Access Control Systems 05/16/2017 to 50/31/2018

Contracting Department: Boston Police Department

Start Date of Contract: 05/16/2017 End Date of Contract: 05/31/2018

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: 120

3. Total number of employees who will be assigned to work on the above-stated contract:  
12

4. Do you anticipate hiring any additional employees to perform the work of the Service Contract?

Yes

No

*If yes*, how many additional F.T.E.s do you plan to hire? \_\_\_\_\_

**PART 4: EXEMPTION FROM BOSTON JOBS AND LIVING WAGE ORDINANCE**

Any Vendor who qualifies may request an Exemption from the provisions of the Boston Jobs And Living Wage Ordinance by completing the following:

I hereby request an Exemption from the Boston Jobs And Living Wage Ordinance for the following reason(s): Attach any pertinent documents to this Application to prove that you are exempt from the Boston Jobs And Living Wage Ordinance. Please check the appropriate box(es) below:

The construction contract awarded by the City of Boston is subject to the state prevailing wage law; and

Assistance or contracts awarded to youth programs, provided that the contract is for stipends to youth in the program. "Youth Program" means any city, state, or federally funded program which employs youth, as defined by city, state, or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part-time program; and

Assistance or contracts awarded to work-study or cooperative educational programs, provided that the Assistance or contract is for stipends to students in the programs; and

Assistance and contracts awarded to vendors who provide services to the City and are awarded to vendors who provide trainees a stipend or wage as part of a job training program and provides the trainees with additional services, which may include but are not limited to room and board, case management, and job readiness services, and provided further that the trainees do not replace current City funded positions.

Please give a full statement describing in detail the reasons you are exempt from the Boston Jobs And Living Wage Ordinance (attach additional sheets if necessary):

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**PART 5. GENERAL WAIVER REASON(S)**

I hereby request a General Waiver from the Boston Jobs And Living Wage Ordinance. The application of the Boston Jobs And Living Wage Ordinance to my (check one):

Service Contract  
Subcontract

violates the following state or federal statutory, regulatory or constitutional provision or provisions.

State the specific state or federal statutory, regulatory or constitutional provision or provisions, which makes compliance with the Boston Jobs And Living Wage Ordinance unlawful:

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**GENERAL WAIVER ATTACHMENTS:**

Please attach a copy of the conflicting statutory, regulatory or constitutional provisions that makes compliance with this ordinance unlawful.

Please give a full statement describing in detail the reasons the specific state or federal statutory, regulatory or constitutional provision or provisions makes compliance with the Boston Jobs And Living Wage Ordinance unlawful (attach additional sheets if necessary):

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**PART 6: VENDOR AFFIDAVIT:**

I Joseph H. Bodio a principal officer of the Covered Vendor certify and swear/affirm that the information provided on this **Vendors Living Wage Affidavit** is true and within my own personal knowledge and belief.

Signed under the pains and penalties of perjury.

SIGNATURE:  DATE: 5/18/2017

PRINTED NAME: Joseph H. Bodio

TITLE: President/CEO



# CITY OF BOSTON JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION • (617) 918-5236

## COVERED VENDORS LIVING WAGE AGREEMENT

At the same time the City of Boston awards a Service Contract through a Bid, a Request for Proposal or an Unadvertised Contract, the Covered Vendor must complete this Form and submit it to the City, agreeing to the following conditions. In addition, any Subcontractor of the Covered Vendor shall complete this form and submit it to the City at the time the Subcontract is executed, also agreeing to the following conditions:

### Part 1: Covered Vendor (or Subcontractor) Information:

Name of Vendor: LAN-TEL Communications, Inc

Local Contact Person: Kate Waldron

Address 1400 Providence Highway, Suite 3100, Norwood, MA 02062  
Street City Zip

Telephone #: 781.352.4134 Fax #: 781-551-8667

E-Mail: kwaldron@lan-tel.com

### Part 2: Name of the program or project under which the Contract or Subcontract is being awarded: FAC64 Security, Surveillance, Monitoring

and Access Control Systems, May 16, 2017 - May 31, 2018

### Part 3: Workforce Profile of Covered Employees paid by the Service Contract or Subcontract:

A. List all Covered Employees' job titles with wage ranges (Use additional sheets of paper if necessary): Identify number of employees in each wage range.

JOB TITLE	< \$14.23 p/h	\$14.23 p/h- \$15.00 p/h	\$15.01 p/h- \$20.00 p/h	> \$20.01 p/h
Field Technicians				65
Field Apprentices - 4 & 5th year				10
Field Apprentices - 1-3 Year			13	

B. Total number of Covered Employees: 88

C. Number of Covered Employees who are Boston residents: 6

D. Number of Covered Employees who are minorities: 5

E. Number of Covered Employees who are women: 2

**Part 4: Covered Vendor's Past Efforts and Future Goals** *(Use additional sheets of paper if necessary in answering any of these questions):*

Describe your past efforts and future goals to hire low and moderate income Boston residents:

LAN-TEL is an IBEW Local 103 Union contractor and as such must draw its labor from the union pool in accordance with the collective bargaining contract. LAN-TEL will hire low and moderate income residents to the extent they are available in the Local 103 labor pool.

\_\_\_\_\_

Describe your past efforts and future goals to train Covered Employees:

All of LAN-TEL's employees complete a 4-5 year apprenticeship training program and receive continuous on-the-job training.

\_\_\_\_\_

\_\_\_\_\_

Describe the potential for advancement and raises for Covered Employees:

Advancement and raises are dictated by the collective bargaining agreement and the ability of the individual employee.

\_\_\_\_\_

\_\_\_\_\_

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:

LAN-TEL will use employees from its existing work force for this contract.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Part 5: Service Contracts:**

List all Service Subcontracts either awarded or that will be awarded to vendors with funds from the Service Contract:

<u>SUBCONTRACTOR</u>	<u>ADDRESS</u>	<u>AMOUNT OF SUBCONTRACT</u>
None		

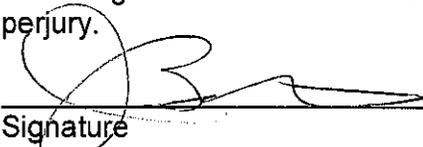
**NOTE:** Any Covered Vendor awarded a Service Contract must notify the Contracting Department within three (3) working days of signing a Service Subcontract with a Vendor.

**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 6:** The following statement must be completed and signed by an authorized owner, officer or manager of the Covered Vendor. The signature of an attorney representing the Covered Vendor is **not** sufficient:

I, (print or type) Joseph H. Bodio (Authorized Representative of the Covered Vendor) on behalf of (print or type) LAN-TEL Communications, Inc. (name of Covered Vendor) hereby state that the above-named, Covered Vendor is committed to pay all Covered Employees not less than the Living Wage, subject to adjustment each July 1, and to comply with the provisions of the Boston Jobs And Living Wage Ordinance.

I swear/affirm that the information which I am providing on behalf of Covered Vendor on this *Covered Vendor Agreement* is true and within my own personal knowledge. I understand that I am signing under the pains and penalties of perjury.

  
\_\_\_\_\_  
Signature

5/18/2017  
\_\_\_\_\_  
Date

President/CEO  
\_\_\_\_\_  
Position with Covered Vendor



**CITY OF BOSTON  
CONTRACT AWARD SUMMARY**

**CONTRACT ID:** 0000000000000000000043933

**Contract Details**

Contractor Legal Name: Lan-Tel Communications Inc.	Not To Exceed Amt: \$ 500,000.00
Contractor Address: 1400 Providence Highway, Building 3, Suite 3100 Norwood, MA 02062	Department Name: ASD - Purchasing Division Department Head: Kevin P. Coyne
Brief Description/Scope of Services: State Contract # FAC64: Security, Surveillance, Monitoring and Access Control Systems. The terms and conditions of which are incorporated herein.	
Procurement Type: StateCon	Optional Renewal Periods: 0 Year(s)
Contract Begin Date: May 16, 2017	Contract End Date: May 31, 2018
Reason for Submitting Late:	

**EVENT ID:** No solicitation

**Details**

Date of Advertisement: N/A	Bid Submission Deadline: N/A
# of Responsive Bids Received: N/A	# of Non-Responsive Bids Received: N/A
Awarded to the Lowest Responsible and Responsive Bidder? N/A	
Do you certify that the cost of this contract is reasonable? Yes	
Do you certify that the contractor is qualified to fulfill this contract? Yes	
The justification for using an unadvertised bidding event/contract is: State Contract # FAC64: Security, Surveillance, Monitoring and Access Control Systems	
The reason why the contract is exempt or not subject to Chapter 30B competitive solicitation requirements is: State Contract # FAC64: Security, Surveillance, Monitoring and Access Control Systems	

**Additional Information**



**CITY OF BOSTON  
STANDARD CONTRACT DOCUMENT**

Form CM10

**CONTRACT ID:** 0000000000000000000043933

**Parties**

Contractor Legal Name: Lan-Tel Communications Inc. (and d/b/a):	City Department Name: ASD - Purchasing Division
Contractor Address: 1400 Providence Highway, Building 3, Suite 3100 Norwood, MA 02062	City Department Head: Kevin P. Coyne City Mailing Address: 1 City Hall Square, Rm. 808 Boston, MA 02201
Contractor Vendor ID: 0000019146	City Billing Address: Auditing Department One City Hall Room M-4 Boston, MA 02201

**Contract Details**

Description/Scope of Services: (Attach supporting documentation)	
State Contract # FAC64: Security, Surveillance, Monitoring and Access Control Systems. The terms and conditions of which are incorporated herein.	
Procurement Type:	Contract Version: 0.00
Begin Date: May 16, 2017	End Date: May 31, 2018
Rate: (Attach details of all rates, units, and charges)	Not To Exceed Amt: \$ 500,000.00

**Contract Signatures**

AUDITING	VENDOR/CONTRACTOR	AWARDING AUTHORITY/OFFICIAL
APPROVED AS TO THE AVAILABILITY OF AN APPROPRIATION OR PURSUANT TO ARTICLE 12 OF THE GENERAL CONDITIONS	AGREES TO PROVIDE THE GOODS OR SERVICES AS INDICATED IN ACCORDANCE WITH THE ASSOCIATED CONTRACT DOCUMENTS	IT IS MY BELIEF THAT THERE IS LITTLE OR NO RISK OF DEFAULT OR UNSATISFACTORY PERFORMANCE BY THE VENDOR/CONTRACTOR
SIGNATURE	SIGNATURE	SIGNATURE
APPROVED APPROPRIATION IN THE AMOUNT OF: \$ 500,000.00		



**CITY OF BOSTON  
STANDARD CONTRACT GENERAL CONDITIONS**

Form CM11

**ARTICLE 1 -- DEFINITION OF TERMS:**

1.1 The following terms in these Contract Documents shall be construed as follows:

1.1.1 "City" shall mean the City of Boston, Massachusetts.

1.1.2 "Contract" and "Contract Documents" shall include, in the following hierarchy of document precedence, as applicable: the City's Standard Contract Document; these Standard Contract General Conditions; the Invitations for Bids, Requests for Proposals, or other solicitations; the Contractor's responses including Contractor Certifications and Applications, excluding any language stricken by City as unacceptable and including any negotiated statements of work contemplated by the solicitation; and Performance Bonds, which documents are incorporated herein by reference.

1.1.3 "Contractor" shall mean the individual, partnership, corporation or other entity to which this Contract is awarded.

1.1.4 "Official" shall mean the awarding authority/officer acting on behalf of the City in the execution of the Contract.

**ARTICLE 2 -- PERFORMANCE:**

2.1 The Contractor shall conform to all determinations and directions, in accordance with provisions of this Contract, of the Official concerning all questions which may arise relating to the performance of services under this Contract.

2.2 The Contractor shall, upon written request of the Official, remove from City premises and replace all individuals in the Contractor's employ whom the Official determines to be disorderly, careless or incompetent or to be employed in violation of the terms of this Contract.

2.3 City is entitled to ownership and possession of all deliverables purchased or developed with Contract funds. All work papers, reports, questionnaires and other written materials prepared or collected by the Contractor in the course of completing the work to be performed under this Contract shall at all times be the exclusive property of the City. The Contractor shall not use such materials for any purposes other than the purpose of this Contract without the prior written consent of the Official. All Contractor proprietary rights shall be detailed in the Contract Documents.

2.4 Prior to beginning performance under this Contract, Contractor must receive a Purchase Order from City.

**ARTICLE 3 -- ACCEPTANCE OF GOODS OR SERVICES:**

3.1 Performance under this Contract shall include services rendered, obligations due, costs incurred, goods and deliverables provided and accepted by City. The City shall have a reasonable opportunity to inspect all goods and deliverables, services performed by, and work product of the Contractor, and accept or reject such goods, deliverables, services, or work product.

**ARTICLE 4 -- TIME:**

4.1 It is understood and agreed that Contractor's performance shall be timely and meet or exceed industry standards for the performance required.

**ARTICLE 5 -- COMPENSATION:**

5.1 The Contractor may, in the absence of a payment schedule, periodically submit to the Official invoices, itemizing goods, services, labor and expenses for which compensation is due and requesting payment for goods received or services rendered by the Contractor during the period covered by the invoice.

5.2 Thereupon the Official shall estimate the value of goods or services accepted by the City in accordance with the specific terms and conditions of a Contract, and City shall pay to the Contractor such amount less sums retained under the provisions of Article 8 of these General Conditions.

5.3 The City shall pay in full and complete compensation for goods received and accepted and services performed and accepted under this Contract in an amount not to exceed the amount shown on the face of this Contract paid in accordance with the rate indicated or in accordance with a prescribed schedule. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the City from all claims, liabilities or other obligations relating to the performance of a Contract.

5.4 In the event that this Contract provides for reimbursement by the City to the Contractor for travel or other expenses, the Contractor shall submit such proposed expenses to the Official for approval prior to the incurrence of such expenses, unless the Contract specifically provides otherwise, and all travel reimbursement shall be consistent with the City's Travel Policies and Procedures.

5.5 The Contractor shall furnish such information, estimate or vouchers relating to the goods or services or to documentation of labor or expenses as may be requested by the Official.

**ARTICLE 6 -- RELATIONSHIP WITH THE CITY:**

6.1 The Contractor is retained solely for the purposes of and to the extent set forth in this Contract. Contractor's relationship to the City during the term of this Contract shall be that of an independent Contractor. The Contractor shall

have no capacity to involve the City in any contract nor to incur any liability on the part of the City. The Contractor, its agents or employees shall not be considered as having the status or pension rights of an employee; provided that the Contractor shall be considered an employee for the purpose of General Laws c. 268A (the Conflict of Interest Law). The City shall not be liable for any personal injury to or death of the Contractor, its agents or employees.

6.2 Unless all the terms and conditions for the delivery or provision of goods or services by the Contractor to the City specified by this Contract are expressly set forth in a writing incorporated herein by reference, such delivery of goods or services shall require written approval of or direction by the Official prior to the incurrence of any liability by the City. The City has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract.

6.3 All alterations or additions, material or otherwise, to the terms and conditions of this Contract must be in writing and signed by the Official and Contractor and filed with the City Auditor. The City's Standard Contract Document and Standard Contract General Conditions shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, including contract forms, purchase orders, or invoices of the Contractor.

6.4 Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

#### ARTICLE 7 -- ASSUMPTION OF LOSS AND LIABILITY:

7.1 The Contractor shall pay and be exclusively responsible for all debts for labor and material contracted for by Contractor for the rental of any appliance or equipment hired by Contractor and/or for any expense incurred on account of services to be performed under this Contract.

7.2 The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all goods and deliverables, until possession, ownership and full legal title to the goods and deliverables are transferred to and accepted by the City.

7.3 To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless, and assume the defense of the City, its officers, agents or employees, with counsel acceptable to City, which acceptance shall not be unreasonably withheld, from all liabilities, suits, claims, losses, and costs or any other damages against them or any of them arising from any act or omission of the Contractor, its agents, officers, employees, or subcontractors in any way connected with performance under this Contract.

#### ARTICLE 8 - REMEDIES OF THE CITY:

8.1 If the Contractor provides goods and/or services that do not comply with Contract specifications and requirements as reasonably determined by the Official, the Official may request that the Contractor refurnish services or provide substitute goods at no additional cost to the City until approved by the Official. If the Contractor shall fail to provide satisfactory goods or services, the Official, in the alternative, may make any reasonable purchase or Contract to purchase goods or services in substitution for those due from the Contractor. The City may deduct the cost of any substitute Contract or nonperformance of services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor. The City otherwise retains all rights and remedies at law or in equity.

8.2 If the damages sustained by the City as determined by the Official exceed sums due or to become due, the Contractor shall pay the difference to the City upon demand.

8.3 The Contractor shall not be liable for any damages sustained by the City due to the Contractor's failure to furnish goods or services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including but not necessarily limited to a state of war, act of enemies, embargoes, expropriation or labor strike or any unanticipated federal, state, or municipal governmental regulation or order, provided that the Contractor has notified the Official in writing of such cause as soon as practicable.

8.4 The City may terminate this Contract for cause if the Contractor has breached any material term or condition and has not corrected the breach within a reasonable period of time after written notice from the City identifying the breach. This Contract may be terminated at any time for the convenience of the City at the option of the Official by delivering or mailing to the Contractor at the Contractor's business address a written notice of termination setting forth the date, not less than seven (7) days after the date of such delivery or mailing, when such termination shall be effective. In the event of such termination for convenience, the Contractor shall be compensated for services rendered to the effective date of said termination in accordance with the rates of compensation specified in this Contract. The parties agree that if City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

#### ARTICLE 9 -- REMEDIES OF CONTRACTOR:

9.1 If damages, other than loss on nonconforming services or on services not performed, are actually sustained by the Contractor due to any act or material omission for which the City is legally responsible, the City may allow a sum equal to

the amount of such damages sustained by the Contractor as determined by the Official in writing, provided the Contractor shall have delivered to the Official a detailed written statement of such damages and cause thereof within thirty (30) days after the act or material omission by the City.

#### ARTICLE 10 - PROHIBITION AGAINST ASSIGNMENT:

10.1 The Contractor shall not assign, delegate, subcontract or in any way transfer any interest in this Contract without prior written consent of the Official.

#### ARTICLE 11 - COMPLIANCE WITH LAWS AND PUBLIC POLICY:

11.1 This Contract is made subject to all laws of the Commonwealth of Massachusetts. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

11.2 The Contractor shall provide, at its sole expense, all necessary licenses, permits or other authorizations required by the City, the Commonwealth of Massachusetts or any other governmental agency with proper jurisdiction.

11.3 The Contractor shall where applicable take out and maintain during the term of this Contract such Worker's Compensation insurance as may be reasonably necessary to protect the Contractor from claims under General Laws c. 152 (the Worker's Compensation Law). The Contractor shall at all times maintain professional, liability, and other appropriate insurance as required by the solicitation or as otherwise required by City, but in no event less than the amount and type of insurance coverage sufficient to cover the performance.

11.4 The Contractor agrees and shall require any subcontractor to agree not to discriminate in connection with the performance of work under the Contract against any employee or applicant for employment because of sex, race, color, sexual orientation, gender identity or expression, marital status, parental status, ex-offender status, prior psychiatric treatment, military status, religious creed, disability, national origin, ancestry, source of income, or age, unless based upon a legally permissible and bona fide occupational qualification. The Contractor agrees and shall require any subcontractor to agree to post in conspicuous places notices to be provided by the Massachusetts Commission Against Discrimination, setting forth provisions of the Fair Employment Practice Law of the Commonwealth.

11.5 The Contractor's attention is called to General Laws c. 268A (the Conflict of Interest Law). The Contractor shall not act in collusion with any City officer, agent, or employee, nor shall the Contractor make gifts regarding this Contract or any other matter in which the City has a direct and substantial interest.

11.6 The Contractor shall keep himself fully informed of all City Ordinances and Regulations, and State and Federal laws, which in any manner affect the work herein specified. The Contractor shall at all times observe and comply with said ordinances, regulations or laws, and shall defend, hold harmless, and indemnify the City, its officers, agents and employees against any claim or liability arising from or based on the violations of such ordinances, regulations or laws, caused by the negligent actions or omissions of the Contractor, its agents, or employees.

11.7 In furtherance of the Mayor's Executive Order "Minority and Women Business Enterprise Development" dated December 31, 1987 and the Ordinance entitled "Promoting Minority and Women Owned Business Enterprises in the City of Boston" (Ordinances of 1987, Chapter 14, as amended), it is understood and agreed by the Contractor, and the Contractor by the execution of this Contract so certifies, as follows: (1) That the Contractor shall actively solicit bids for the subcontracting of goods and services from certified minority and women businesses; (2) That in reviewing substantially equal proposals the Contractor shall give additional consideration to the award of subcontracts to certified minority and women bidders.

11.8 The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the U.S. government, the Commonwealth of Massachusetts, or any of its subdivisions.

11.9 The Contractor certifies that neither it nor any of its subcontractors have been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. 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.

#### ARTICLE 12 -- AVAILABLE APPROPRIATION:

12.1 This Contract and payments hereunder are subject to the availability of an appropriation therefor. Any oral or written representations, commitments, or assurances made by the Official or any other City representatives are not binding. Contractors should verify funding prior to beginning performance.

12.2 If the Contract is funded under a grant with the Federal Government, it is being executed without further appropriation pursuant to General Laws c. 44, s.53A.

12.3 When the amount of the City Auditor's certification of available funds is less than the face amount of the Contract, the

City shall not be liable for any claims or requests for payment by the Contractor which would cause total claims or payments under this Contract to exceed the amount so certified.

12.4 Unless otherwise expressly provided in a writing incorporated herein by reference, the amount certified by the City Auditor as available funds under this Contract may be increased or decreased by the Official with the written approval of such change by the City Auditor. In the event of any decrease in the amount certified, the Contractor shall be compensated for services rendered to the effective date of such reduction, in accordance with the rates of compensation specified in this Contract.

**ARTICLE 13 -- RELEASE OF CITY ON FINAL PAYMENT:**

13.1 Acceptance by the Contractor of payment from the City for final services under this Contract shall be deemed to release forever the City from all claims and liabilities, except those which the Contractor notifies the Official in writing within six (6) months after such payment.

**ARTICLE 14 -- PUBLIC RECORDS AND ACCESS:**

14.1 The Contractor shall provide full access to records related to performance and compliance to the City for seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

**ARTICLE 15 -- STATE TAXATION CERTIFICATION:**

15.1 Pursuant to M.G.L. c. 62C, s. 49A, the Contractor certifies under penalties of perjury, that to the best of Contractor's knowledge and belief, Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support. (NOTE: The Taxpayer Identification Number will be furnished to the Massachusetts Department of Revenue to determine compliance with the above-referenced law).

**ARTICLE 16 -- MONIES OWED TO THE CITY:**

16.1 Pursuant to M.G.L. c. 60, s. 93, the Contractor agrees that the Collector/Treasurer of the City of Boston may withhold from amounts owing and payable to the Contractor under this Contract any sums owed to any department or agency of the City of Boston which remain wholly or partially unpaid. This shall include but not be limited to unpaid taxes and assessments, police details, and any other fees and charges until such sums owed have been paid in full, and the Collector/Treasurer may apply any amount owing and payable to the Contractor to satisfy any monies owed to the City.

**ARTICLE 17 -- BID COLLUSION:**

17.1 The Contractor certifies under penalties of perjury that his/her bid or proposal has been made and submitted in good faith and without collusion, fraud, or unfair trade practice with any other person. As used in this article, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals. Any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

**ARTICLE 18 -- FORUM AND CHOICE OF LAW:**

18.1 Any actions arising out of this Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Boston, Massachusetts which shall have exclusive jurisdiction thereof.

**CERTIFICATE OF AUTHORITY**  
(For Corporations Only)

09/07/2017  
(Current Date)

At a meeting of the Directors of the LAN-TEL Communications, Inc.  
(Name of Corporation)  
duly called and held at 1400 Providence Highway, Suite 3100, Norwood, MA 02062  
(Location of Meeting)  
on the 6 day of September 2017 at which a quorum was present and acting,  
it was VOTED, that Joseph H. Bodio  
(Name)  
the President/CEO of this corporation is hereby  
(Position)  
authorized and empowered to make, enter into, sign, seal and deliver in behalf of this corporation  
a contract for State Contract #FAC64  
(Describe Service)

with the City of Boston, and a performance bond in connection with said contract.

I do hereby certify that the above is a true and correct copy of the record that said vote  
has not been amended or repealed and is in full force and effect as of this date, and that

Joseph H. Bodio  
(Name)  
is the duly elected President/CEO of this  
(Position)  
corporation.

Attest:

(Affix Corporate Seal Here)

Kate Waldron  
(Clerk) (Secretary) of the Corporation



**CITY OF BOSTON  
STANDARD CONTRACT AMENDMENT**

**CONTRACT ID:** 0000000000000000000043933

**Original Contract Details**

Contractor Legal Name: Lan-Tel Communications Inc. Contractor Vendor ID: 0000019146	City Department Name: ASD - Purchasing Division City Department Head: Kevin P. Coyne
Description/Scope of Services: State Contract # FAC64: Security, Surveillance, Monitoring and Access Control Systems. The terms and conditions of which are incorporated herein.	
Begin Date: May 16, 2017	Procurement Type:

**Amendment Details**

Amendment Number: 1	Amendment Version: 0.02
Reason for Amendment: Additional supplies needed.	
New Not To Exceed Amt: \$ 1,000,000.00	Previous Not To Exceed Amt: \$ 500,000.00
New End Date: May 31, 2018	Previous End Date: May 31, 2018
Scope of Services Changes: No service changes.	
<b>Unit prices remain the same or less. All other terms &amp; conditions of the contract shall remain in full force and effect.</b>	

**Contract Signatures**

AUDITING	VENDOR/CONTRACTOR	AWARDING AUTHORITY/OFFICIAL
APPROVED AS TO THE AVAILABILITY OF AN APPROPRIATION OR PURSUANT TO ARTICLE 12 OF THE GENERAL CONDITIONS	AGREES TO PROVIDE THE GOODS OR SERVICES AS INDICATED IN ACCORDANCE WITH THE ASSOCIATED CONTRACT DOCUMENTS	THIS AMENDMENT IS NECESSARY TO FULFILL THE CITY'S NEEDS AND IS MORE ECONOMICAL AND PRACTICAL THAN AWARDED ANOTHER CONTRACT
SIGNATURE	SIGNATURE	SIGNATURE
APPROVED APPROPRIATION IN THE AMOUNT OF: \$ 500,000.00		



**CITY OF BOSTON  
CONTRACT AWARD SUMMARY**

**CONTRACT ID:** 0000000000000000000043933

**Contract Details**

Contractor Legal Name: Lan-Tel Communications Inc.	Not To Exceed Amt: \$ 500,000.00
Contractor Address: 1400 Providence Highway, Building 3, Suite 3100 Norwood, MA 02062	Department Name: ASD - Purchasing Division Department Head: Kevin P. Coyne
Brief Description/Scope of Services: State Contract # FAC64: Security, Surveillance, Monitoring and Access Control Systems. The terms and conditions of which are incorporated herein.	
Procurement Type: StateCon	Optional Renewal Periods: 0 Year(s)
Contract Begin Date: May 16, 2017	Contract End Date: May 31, 2018
Reason for Submitting Late:	

**EVENT ID:** No solicitation

**Details**

Date of Advertisement: N/A	Bid Submission Deadline: N/A
# of Responsive Bids Received: N/A	# of Non-Responsive Bids Received: N/A
Awarded to the Lowest Responsible and Responsive Bidder? N/A	
Do you certify that the cost of this contract is reasonable? Yes	
Do you certify that the contractor is qualified to fulfill this contract? Yes	
The justification for using an unadvertised bidding event/contract is: State Contract # FAC64: Security, Surveillance, Monitoring and Access Control Systems	
The reason why the contract is exempt or not subject to Chapter 30B competitive solicitation requirements is: State Contract # FAC64: Security, Surveillance, Monitoring and Access Control Systems	

**Additional Information**



**CITY OF BOSTON  
STANDARD CONTRACT DOCUMENT**

Form CM10

**CONTRACT ID:** 0000000000000000000043933

**Parties**

Contractor Legal Name: Lan-Tel Communications Inc. (and d/b/a):	City Department Name: ASD - Purchasing Division
Contractor Address: 1400 Providence Highway, Building 3, Suite 3100 Norwood, MA 02062	City Department Head: Kevin P. Coyne City Mailing Address: 1 City Hall Square, Rm. 808 Boston, MA 02201
Contractor Vendor ID: 0000019146	City Billing Address: Auditing Department One City Hall Room M-4 Boston, MA 02201

**Contract Details**

Description/Scope of Services: (Attach supporting documentation)	
State Contract # FAC64: Security, Surveillance, Monitoring and Access Control Systems. The terms and conditions of which are incorporated herein.	
Procurement Type:	Contract Version: 0.00
Begin Date: May 16, 2017	End Date: May 31, 2018
Rate: (Attach details of all rates, units, and charges)	Not To Exceed Amt: \$ 500,000.00

**Contract Signatures**

AUDITING	VENDOR/CONTRACTOR	AWARDING AUTHORITY/OFFICIAL
APPROVED AS TO THE AVAILABILITY OF AN APPROPRIATION OR PURSUANT TO ARTICLE 12 OF THE GENERAL CONDITIONS	AGREES TO PROVIDE THE GOODS OR SERVICES AS INDICATED IN ACCORDANCE WITH THE ASSOCIATED CONTRACT DOCUMENTS	IT IS MY BELIEF THAT THERE IS LITTLE OR NO RISK OF DEFAULT OR UNSATISFACTORY PERFORMANCE BY THE VENDOR/CONTRACTOR
SIGNATURE	SIGNATURE	SIGNATURE
APPROVED APPROPRIATION IN THE AMOUNT OF: \$ 500,000.00		



**CITY OF BOSTON  
STANDARD CONTRACT GENERAL CONDITIONS**

Form CM11

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**ARTICLE 2 -- PERFORMANCE:**

2.1 The Contractor shall conform to all determinations and directions, in accordance with provisions of this Contract, of the Official concerning all questions which may arise relating to the performance of services under this Contract.

2.2 The Contractor shall, upon written request of the Official, remove from City premises and replace all individuals in the Contractor's employ whom the Official determines to be disorderly, careless or incompetent or to be employed in violation of the terms of this Contract.

2.3 City is entitled to ownership and possession of all deliverables purchased or developed with Contract funds. All work papers, reports, questionnaires and other written materials prepared or collected by the Contractor in the course of completing the work to be performed under this Contract shall at all times be the exclusive property of the City. The Contractor shall not use such materials for any purposes other than the purpose of this Contract without the prior written consent of the Official. All Contractor proprietary rights shall be detailed in the Contract Documents.

2.4 Prior to beginning performance under this Contract, Contractor must receive a Purchase Order from City.

**ARTICLE 3 -- ACCEPTANCE OF GOODS OR SERVICES:**

3.1 Performance under this Contract shall include services rendered, obligations due, costs incurred, goods and deliverables provided and accepted by City. The City shall have a reasonable opportunity to inspect all goods and deliverables, services performed by, and work product of the Contractor, and accept or reject such goods, deliverables, services, or work product.

**ARTICLE 4 -- TIME:**

4.1 It is understood and agreed that Contractor's performance shall be timely and meet or exceed industry standards for the performance required.

**ARTICLE 5 -- COMPENSATION:**

5.1 The Contractor may, in the absence of a payment schedule, periodically submit to the Official invoices, itemizing goods, services, labor and expenses for which compensation is due and requesting payment for goods received or services rendered by the Contractor during the period covered by the invoice.

5.2 Thereupon the Official shall estimate the value of goods or services accepted by the City in accordance with the specific terms and conditions of a Contract, and City shall pay to the Contractor such amount less sums retained under the provisions of Article 8 of these General Conditions.

5.3 The City shall pay in full and complete compensation for goods received and accepted and services performed and accepted under this Contract in an amount not to exceed the amount shown on the face of this Contract paid in accordance with the rate indicated or in accordance with a prescribed schedule. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the City from all claims, liabilities or other obligations relating to the performance of a Contract.

5.4 In the event that this Contract provides for reimbursement by the City to the Contractor for travel or other expenses, the Contractor shall submit such proposed expenses to the Official for approval prior to the incurrence of such expenses, unless the Contract specifically provides otherwise, and all travel reimbursement shall be consistent with the City's Travel Policies and Procedures.

5.5 The Contractor shall furnish such information, estimate or vouchers relating to the goods or services or to documentation of labor or expenses as may be requested by the Official.

**ARTICLE 6 -- RELATIONSHIP WITH THE CITY:**

6.1 The Contractor is retained solely for the purposes of and to the extent set forth in this Contract. Contractor's relationship to the City during the term of this Contract shall be that of an independent Contractor. The Contractor shall

have no capacity to involve the City in any contract nor to incur any liability on the part of the City. The Contractor, its agents or employees shall not be considered as having the status or pension rights of an employee; provided that the Contractor shall be considered an employee for the purpose of General Laws c. 268A (the Conflict of Interest Law). The City shall not be liable for any personal injury to or death of the Contractor, its agents or employees.

6.2 Unless all the terms and conditions for the delivery or provision of goods or services by the Contractor to the City specified by this Contract are expressly set forth in a writing incorporated herein by reference, such delivery of goods or services shall require written approval of or direction by the Official prior to the incurrence of any liability by the City. The City has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract.

6.3 All alterations or additions, material or otherwise, to the terms and conditions of this Contract must be in writing and signed by the Official and Contractor and filed with the City Auditor. The City's Standard Contract Document and Standard Contract General Conditions shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, including contract forms, purchase orders, or invoices of the Contractor.

6.4 Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

#### ARTICLE 7 -- ASSUMPTION OF LOSS AND LIABILITY:

7.1 The Contractor shall pay and be exclusively responsible for all debts for labor and material contracted for by Contractor for the rental of any appliance or equipment hired by Contractor and/or for any expense incurred on account of services to be performed under this Contract.

7.2 The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all goods and deliverables, until possession, ownership and full legal title to the goods and deliverables are transferred to and accepted by the City.

7.3 To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless, and assume the defense of the City, its officers, agents or employees, with counsel acceptable to City, which acceptance shall not be unreasonably withheld, from all liabilities, suits, claims, losses, and costs or any other damages against them or any of them arising from any act or omission of the Contractor, its agents, officers, employees, or subcontractors in any way connected with performance under this Contract.

#### ARTICLE 8 - REMEDIES OF THE CITY:

8.1 If the Contractor provides goods and/or services that do not comply with Contract specifications and requirements as reasonably determined by the Official, the Official may request that the Contractor refurnish services or provide substitute goods at no additional cost to the City until approved by the Official. If the Contractor shall fail to provide satisfactory goods or services, the Official, in the alternative, may make any reasonable purchase or Contract to purchase goods or services in substitution for those due from the Contractor. The City may deduct the cost of any substitute Contract or nonperformance of services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor. The City otherwise retains all rights and remedies at law or in equity.

8.2 If the damages sustained by the City as determined by the Official exceed sums due or to become due, the Contractor shall pay the difference to the City upon demand.

8.3 The Contractor shall not be liable for any damages sustained by the City due to the Contractor's failure to furnish goods or services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including but not necessarily limited to a state of war, act of enemies, embargoes, expropriation or labor strike or any unanticipated federal, state, or municipal governmental regulation or order, provided that the Contractor has notified the Official in writing of such cause as soon as practicable.

8.4 The City may terminate this Contract for cause if the Contractor has breached any material term or condition and has not corrected the breach within a reasonable period of time after written notice from the City identifying the breach. This Contract may be terminated at any time for the convenience of the City at the option of the Official by delivering or mailing to the Contractor at the Contractor's business address a written notice of termination setting forth the date, not less than seven (7) days after the date of such delivery or mailing, when such termination shall be effective. In the event of such termination for convenience, the Contractor shall be compensated for services rendered to the effective date of said termination in accordance with the rates of compensation specified in this Contract. The parties agree that if City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

#### ARTICLE 9 -- REMEDIES OF CONTRACTOR:

9.1 If damages, other than loss on nonconforming services or on services not performed, are actually sustained by the Contractor due to any act or material omission for which the City is legally responsible, the City may allow a sum equal to

the amount of such damages sustained by the Contractor as determined by the Official in writing, provided the Contractor shall have delivered to the Official a detailed written statement of such damages and cause thereof within thirty (30) days after the act or material omission by the City.

#### ARTICLE 10 - PROHIBITION AGAINST ASSIGNMENT:

10.1 The Contractor shall not assign, delegate, subcontract or in any way transfer any interest in this Contract without prior written consent of the Official.

#### ARTICLE 11 - COMPLIANCE WITH LAWS AND PUBLIC POLICY:

11.1 This Contract is made subject to all laws of the Commonwealth of Massachusetts. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

11.2 The Contractor shall provide, at its sole expense, all necessary licenses, permits or other authorizations required by the City, the Commonwealth of Massachusetts or any other governmental agency with proper jurisdiction.

11.3 The Contractor shall where applicable take out and maintain during the term of this Contract such Worker's Compensation insurance as may be reasonably necessary to protect the Contractor from claims under General Laws c. 152 (the Worker's Compensation Law). The Contractor shall at all times maintain professional, liability, and other appropriate insurance as required by the solicitation or as otherwise required by City, but in no event less than the amount and type of insurance coverage sufficient to cover the performance.

11.4 The Contractor agrees and shall require any subcontractor to agree not to discriminate in connection with the performance of work under the Contract against any employee or applicant for employment because of sex, race, color, sexual orientation, gender identity or expression, marital status, parental status, ex-offender status, prior psychiatric treatment, military status, religious creed, disability, national origin, ancestry, source of income, or age, unless based upon a legally permissible and bona fide occupational qualification. The Contractor agrees and shall require any subcontractor to agree to post in conspicuous places notices to be provided by the Massachusetts Commission Against Discrimination, setting forth provisions of the Fair Employment Practice Law of the Commonwealth.

11.5 The Contractor's attention is called to General Laws c. 268A (the Conflict of Interest Law). The Contractor shall not act in collusion with any City officer, agent, or employee, nor shall the Contractor make gifts regarding this Contract or any other matter in which the City has a direct and substantial interest.

11.6 The Contractor shall keep himself fully informed of all City Ordinances and Regulations, and State and Federal laws, which in any manner affect the work herein specified. The Contractor shall at all times observe and comply with said ordinances, regulations or laws, and shall defend, hold harmless, and indemnify the City, its officers, agents and employees against any claim or liability arising from or based on the violations of such ordinances, regulations or laws, caused by the negligent actions or omissions of the Contractor, its agents, or employees.

11.7 In furtherance of the Mayor's Executive Order "Minority and Women Business Enterprise Development" dated December 31, 1987 and the Ordinance entitled "Promoting Minority and Women Owned Business Enterprises in the City of Boston" (Ordinances of 1987, Chapter 14, as amended), it is understood and agreed by the Contractor, and the Contractor by the execution of this Contract so certifies, as follows: (1) That the Contractor shall actively solicit bids for the subcontracting of goods and services from certified minority and women businesses; (2) That in reviewing substantially equal proposals the Contractor shall give additional consideration to the award of subcontracts to certified minority and women bidders.

11.8 The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the U.S. government, the Commonwealth of Massachusetts, or any of its subdivisions.

11.9 The Contractor certifies that neither it nor any of its subcontractors have been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. 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.

#### ARTICLE 12 -- AVAILABLE APPROPRIATION:

12.1 This Contract and payments hereunder are subject to the availability of an appropriation therefor. Any oral or written representations, commitments, or assurances made by the Official or any other City representatives are not binding. Contractors should verify funding prior to beginning performance.

12.2 If the Contract is funded under a grant with the Federal Government, it is being executed without further appropriation pursuant to General Laws c. 44, s.53A.

12.3 When the amount of the City Auditor's certification of available funds is less than the face amount of the Contract, the

City shall not be liable for any claims or requests for payment by the Contractor which would cause total claims or payments under this Contract to exceed the amount so certified.

12.4 Unless otherwise expressly provided in a writing incorporated herein by reference, the amount certified by the City Auditor as available funds under this Contract may be increased or decreased by the Official with the written approval of such change by the City Auditor. In the event of any decrease in the amount certified, the Contractor shall be compensated for services rendered to the effective date of such reduction, in accordance with the rates of compensation specified in this Contract.

#### ARTICLE 13 -- RELEASE OF CITY ON FINAL PAYMENT:

13.1 Acceptance by the Contractor of payment from the City for final services under this Contract shall be deemed to release forever the City from all claims and liabilities, except those which the Contractor notifies the Official in writing within six (6) months after such payment.

#### ARTICLE 14 -- PUBLIC RECORDS AND ACCESS:

14.1 The Contractor shall provide full access to records related to performance and compliance to the City for seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

#### ARTICLE 15 -- STATE TAXATION CERTIFICATION:

15.1 Pursuant to M.G.L. c. 62C, s. 49A, the Contractor certifies under penalties of perjury, that to the best of Contractor's knowledge and belief, Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support. (NOTE: The Taxpayer Identification Number will be furnished to the Massachusetts Department of Revenue to determine compliance with the above-referenced law).

#### ARTICLE 16 -- MONIES OWED TO THE CITY:

16.1 Pursuant to M.G.L. c. 60, s. 93, the Contractor agrees that the Collector/Treasurer of the City of Boston may withhold from amounts owing and payable to the Contractor under this Contract any sums owed to any department or agency of the City of Boston which remain wholly or partially unpaid. This shall include but not be limited to unpaid taxes and assessments, police details, and any other fees and charges until such sums owed have been paid in full, and the Collector/Treasurer may apply any amount owing and payable to the Contractor to satisfy any monies owed to the City.

#### ARTICLE 17 -- BID COLLUSION:

17.1 The Contractor certifies under penalties of perjury that his/her bid or proposal has been made and submitted in good faith and without collusion, fraud, or unfair trade practice with any other person. As used in this article, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals. Any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

#### ARTICLE 18 -- FORUM AND CHOICE OF LAW:

18.1 Any actions arising out of this Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Boston, Massachusetts which shall have exclusive jurisdiction thereof.

## How to Use the FAC64 Security, Surveillance, Monitoring and Access Control Systems Statewide Contract

<b>Contract #:</b> FAC64	<b>Contract Duration:</b> 06/01/2013 – 5/31/2018
<b>MMARS #:</b> FAC64*	<b>Options to Renew:</b> One option for 2-year renewal
<b>Contract Manager:</b>	Stephen Lyons – 617-720-3373 <a href="mailto:steve.lyons@state.ma.us">steve.lyons@state.ma.us</a>
<b>This contract contains:</b>	Small Business Purchasing Program (SBPP), Prompt Payment Discounts (PPD), and Supplier Diversity Office (SDO) Contractors
<b>UNSPSC:</b>	46-17-00
<b>Last change date:</b>	<b>May 12, 2017</b>

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<a href="#">Compliance with Construction Law</a>	<a href="#">How to Place an Order in COMMBUYS</a>
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## Contract Summary

This contract covers the acquisition of Security Systems and Related Services to include, but not limited to, Video, Access Control, Integrated Video Management, Visitor Management, Locks, Alarms, Monitoring Services/Systems, Catalog Sales, Service, and Maintenance. There are three categories and one subcategory available:

Category	Category Name
1	Catalog Sales
2	Security Equipment, Systems, and Related Services
2A	Security Monitoring Services
3	Locks, Accessories, and Related Equipment

## Who Can Use This Contract?

**Applicable Procurement Law:** MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00

### Eligible Entities:

1. Cities, towns, districts, counties, and other political subdivisions;
2. Executive, Legislative, and Judicial branches, including all Departments and elected offices therein;
3. Independent public authorities, commissions, and quasi-public agencies;
4. Local public libraries, public school districts, and charter schools;
5. Public Hospitals owned by the Commonwealth;
6. Public institutions of high education;
7. Public purchasing cooperatives;
8. Non-profit, UFR-certified organizations that are doing business with the Commonwealth;
9. Other States and Territories with no prior approval by the State Purchasing Agent required; and
10. Other entities when designated in writing by the State Purchasing Agent.

## Benefits and Cost Savings

- Competitive hourly wage rates
- Competitive discounts on equipment
- Prompt Payment Discounts
- Multiple Contractors in each category to allow additional savings through quoting



## Compliance with Construction Law

Eligible Entities should consult their legal counsel for assistance determining whether installation work includes construction as defined by M.G.L. c.149 or M.G.L. c.30, §39M.

If installation of the system is deemed to include construction, the construction work done under this contract is limited to \$50,000 or less.

## MGL Title XXI, Chapter 149, Section 27D

### Section 27D: "Construction" and "constructed" defined

Section 27D. Wherever used in sections twenty-six to twenty-seven C, inclusive, the words "construction" and "constructed" as applied to public buildings and public works shall include additions to and alterations of public works, the installation of resilient flooring in, and the painting of, public buildings and public works; certain work done preliminary to the construction of public works, namely, soil explorations, test borings and demolition of structures incidental to site clearance and right of way clearance; and the demolition of any building or other structure ordered by a public authority for the preservation of public health or public safety.

<https://malegislature.gov/Laws/GeneralLaws/PartI/TitleXXI/Chapter149/Section27D>

## Prevailing Wage

All work under Category 2 is subject to prevailing wage and work under Category 3 may or may not be subject to prevailing wage pursuant to M.G.L. c. 149, depending on the nature of the work. Eligible Entities that utilize this contract will be considered the "awarding authority". Eligible Entities must provide Contractors a copy of the current prevailing wage rates at the time of quote request. The awarding authority has the legal obligation to request a prevailing wage schedule from the Department of Labor Standards (DLS) at <http://www.mass.gov/lwd/labor-standards/prevailing-wage-program/> or by calling the DLS Prevailing Wage Program at 617-626-6975.

Contractors are responsible for complying with the Prevailing Wage law. The maximum rates at which Contractors may invoice for labor are specified in the cost tables attached to each Contractor's MBPO in COMMBUYS.

## Prevailing Wage Schedules

**Eligible Entities are responsible for requesting the latest prevailing wage schedule from the Department of Labor Standards (DLS).** Contractors are **not** responsible for supplying a prevailing wage schedule and are **not** authorized to request the prevailing wage schedule on behalf of the Eligible Entity.

To begin your request for a prevailing wage schedule, or to learn more information about the prevailing wage, visit the DLS website: <http://www.mass.gov/lwd/labor-standards/prevailing-wage-program/>



## Pricing

### Equipment, Materials and Supplies

Pricing is based on a discount percentage off the current catalog/price list. The Commonwealth and Eligible Entities reserve the right to request a copy of the catalog or price list at any time. Contractors must post the current catalog/price list on their website dedicated to FAC64. The Discount percentage will be firm through the initial term of the contract. However, Contractors may increase the discount offered at any time by contacting the OSD Contract Manager. Additionally, Contractors may offer additional discounts to Eligible Entities on a case-by-case basis.

### Price Files/Discount Rates

Price files are posted as attachments to each Contractor's Master Blanket Purchase Order (MBPO) on COMMBUYS. To view each Contractor's MBPO please follow the instructions for "[How to find FAC64 MBPOs in COMMBUYS](#)" on page 6 in this user guide. Additionally you may review the [Contractor Table](#) on pages 13 and 14 which has direct links to the public view of each Contractor's MBPO. "Public view" means you may access the MBPO without being logged into COMMBUYS. Contractor price files may be downloaded from the public view or from being logged into COMMBUYS.

### Labor Rates

Contractors have provided hourly rates for non-prevailing wage positions and mark-ups over prevailing wage for prevailing wage positions. Mark-ups over prevailing wage are **ceiling mark-ups** and hourly rates are **ceiling rates**; both will remain firm for the initial term of the contract. Contractors may decrease mark-ups or hourly rates at any time by contacting the OSD Contract Manager. Additionally, Contractors may offer discounted rates to Eligible Entities on a case-by-case basis.

**Note regarding locksmith work under Category 3:** Per the Massachusetts Department of Labor Standards, when covered by the prevailing wage, locksmith work falls under the carpenter rate.

### Referencing the Statewide Contract

In order to ensure that you receive all the benefits and savings associated with the statewide contract, **BUYERS SHOULD ALWAYS REFERENCE THE STATEWIDE CONTRACT AND DOCUMENT NUMBER FAC64** when opening an account and placing an order with a Contractor.



## Quoting

Please review the [Example Quoting Scenarios](#) on the next page.

### Multiple Quotes for Construction

Eligible Entities must solicit quotes from at least three (3) Contractors for any work that will involve construction. The minimum requirement is that Eligible Entities *contact* at least three (3) Contractors for quotes; you are not required to receive responses from all three (3) contacted Contractors. Please note specific requirements that apply, depending upon the scope of your bid, below.

**When construction or construction-related services are less than \$10,000:**

Buyer may select a Contractor based on sound business practices/best value.

**When construction or construction-related services are between \$10,000 and \$50,000:**

Buyer must receive two (2) written responses and must award to *lowest* responsible bidder.

**Tip:** Buyers should request that Contractors itemize their quotes so that the construction and/or construction-related services are isolated and easily identifiable.

### Quotes NOT Including Construction

Buyer may select Contractor based on sound business practices/best value.

### Labor vs. Parts and Material

When conducting quotes for a project that will involve construction/construction-related labor (Category 2 and sometimes Category 3) the parts and materials costs **do not** count against your \$10,000 or \$50,000 thresholds. Only the labor costs are counted against the thresholds.

### Quotes for Catalog Sales in Category 1 or Category 3

Eligible Entities may review the price files for Contractors in Category 1 to determine the net cost of the equipment they are interested in. Checking a Contractor's price file will constitute as a quote for Category 1. Eligible Entities may also review price files for Category 3 when purchasing products/material only (no installation/construction service involved).

Many times Contractors are willing to offer additional discounts, so checking with each Contractor directly is strongly encouraged.



## Example Quoting Scenarios [FAC64 category in brackets]

### Example 1 – Catalog Sales [1 or 3] and Monitoring Services [2A]

You are an Eligible Entity soliciting quotes for catalog sale items in Category 1 or 3 or monitoring services from Category 2A and there is no construction/construction-related labor involved with your purchase.

STEPS:

1. Review Category 1, 2A, or 3 Contractor prices files by downloading them from their respective COMMBUYS MBPO and select the Contractor with the best discount/price.

OR

Request quotes from Contractors within Category 1, 2A, or 3.

### Example 2 – Construction Projects under \$10,000 [2 or 3]

You are an Eligible Entity soliciting quotes for a Category 2 or 3 project involving labor costs that will be below \$10,000 in construction/construction-related labor.

STEPS:

1. **MANDATORY:** Request quotes from at least three (3) Contractors on FAC64 within the category.
2. Select a Contractor based on sound business practice/best value.

### Example 3 – Construction Projects between \$10,000 and \$50,000 [2 or 3]

You are an Eligible Entity soliciting quotes for a Category 2 or 3 project involving labor costs that will be between \$10,000 and \$50,000 in construction/construction-related labor.

STEPS:

1. **MANDATORY:** Request quotes from at least three (3) Contractors on FAC64 within the category.
2. **MANDATORY:** Receive at least two (2) written responses from Contractors on FAC64 within the category.
3. **MANDATORY:** Award project to the Contractor with the lowest responsible response.

### Example 3 – 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.

STEPS:

1. **MANDATORY:** Eligible Entity must go out to Public Bid and cannot use FAC64.



## Where to Obtain Important Contract Information

Contract users may access FAC64 documents and information via [COMMBUYS](#). Each category has a COMMBUYS MBPO which contains contract documents. Direct links to each category MBPO are at the bottom of this page. Each category MBPO is setup with solicitation enabled to allow buyers to solicit quotes from the Contractors within the category. In addition to the category MBPOs, each Contractor has a unique MBPO.

### How to find FAC64 MBPOs in COMMBUYS from Public View:

1. Click on “Contract & Bid Search”
2. Select “Contracts/Blankets”
3. Enter “**FAC64**” in the “Contract/Blanket” Description field
4. Click “Find It”
5. Click on Contractor or category MBPO link

### How to find FAC64 MBPOs in COMMBUYS if you are logged in:

1. Sign into COMMBUYS
2. Type “**FAC64**” into the search bar at the top of the page
3. Select “Contract/Blankets” from the drop-down menu that displays “Catalog”
4. Click the magnifying glass to search
5. Click on Contractor or category MBPO link

**OR**

1. Sign into COMMBUYS
2. Click “Advanced” at the top of the page, to the right of the search bar
3. Select Document Type “Contracts/Blankets”
4. Type “**FAC64**” into the “Description” and click “Search” or hit enter
5. Click on Contractor or category MBPO link

## Category MBPOs

Each category MBPO is setup to allow buyers to solicit quotes from multiple vendors within the category. Buyers need to be logged into COMMBUYS to utilize the solicitation enabled feature. Direct links to the public view of each MBPO are available below.

Category	MBPO Link
1	<a href="#">PO-17-1080-OSD03-SRC3-9509</a>
2	<a href="#">PO-17-1080-OSD03-SRC3-9506</a>
2A	<a href="#">PO-17-1080-OSD03-SRC3-9511</a>
3	<a href="#">PO-17-1080-OSD03-SRC3-9512</a>



## How to place an order in COMMBUYS:

Once your quote or item selections have been prepared a Purchase Order (called a Release Requisition on COMMBUYS) must be placed in COMMBUYS. Instructions for “How to Create a Release Requisition and Purchase Order” can be found on a Job Aid in the COMMBUYS section of the OSD website ([Job Aids for Buyers](#)).

## COMMBUYS Line Items

Each MBPO for this contract is setup in COMMBUYS with category line items at \$0.00. When you create your Release Requisition in COMMBUYS you will need to change the dollar amount to the quoted dollar amount you will pay for your Purchase Order. You should also edit the item description at this time to include the quote number, product information, or any other type of note you wish to add to the order.

## COMMBUYS Solicitation Enabled MBPOs

Each category has a solicitation enabled MBPO page to allow for more convenient quoting. To utilize these MBPO pages, buyers must begin by creating a Release Requisition, checking off the “Solicitation Enabled” box, and select “Release” as the Requisition Type. Buyers will then click on the “Items” tab, click “Search Items” at the bottom, click to expand the “Advanced Search” option, enter “FAC64” as description, and click “Find It” to bring up each category’s solicitation enabled MBPO page.

## Updated COMMBUYS Line Items (October 2016)

Contractors in Categories 1 and 3 may now list individual products as line items in COMMBUYS. Buyers may now get results when they search for specific items. Please note however that not all Contractors have included product line items. To maximize options buyers should issue a request for quote to all Contractors in the category they are utilizing. Each Contractor MBPO has a \$0.00 line item for submitting Purchase Orders based on quoted pricing.

## How to search for FAC64 products in COMMBUYS:

1. Sign into COMMBUYS
2. Use the search bar at the top of the page to type in a product (keep “Catalog” in the drop-down menu)
3. Click the magnifying glass to search

*Please note: pricing will appear in 2 formats: **MSRP price** or **FAC64 price***

***MSRP price** will appear as a price with a discount percentage in parenthesis.*

*Example: \$1,000 / EA (discount 10.0%)*

*\* Buyers can calculate the price by reducing the MSRP by the discount percentage. The price will automatically change once the item is added to a requisition.*

***FAC64 price** will appear with a 0% discount and is already calculated for FAC64.*

*Example: \$1,000 / EA (discount 0.0%)*



## Statement of Work

Eligible Entities should provide a clear Statement of Work to the Contractors at the time of the request for quote. The following are some elements to consider including in a statement of work:

### **Important Elements of the Statement of Work:**

- Reference to the Statewide Contract FAC64
- Prevailing wage sheets, as applicable to the job
- Work schedules and performance dates
  - Release Date of the Request for Quote
  - Walkthrough requirements, if required
  - Response Date of Request for Quote
  - Date of Contractor Selection
- Responsibilities of the Contractor
  - Agrees to fulfill all provisions of the FAC64 statewide contract
  - Responsible for complete design, measurements, and drawings
  - Delivery, installation, testing, training, design and start up
  - Replace, modify, or upgrade existing hardware as necessary
  - Include the cost of any software licenses in bid
- Whether sub-Contractors will be allowed
- Eligible Entity Reserves right to negotiate and modify requirements with awarded Contractor
- Submittal Requirements
  - Narrative – how proposer will complete scope of work
  - Estimated timeline from release of purchase order to system live
  - Drawing Requirements
- Service/Maintenance Agreements
  - Response time guarantees desired
- Up time guarantees



## Contractor Requirements

### No surcharges

In general, no transportation, fuel, energy, insurance or any other surcharges will be allowed throughout the duration of the contract(s). However, for work done in Dukes or Nantucket Counties, Contractors **may** bill for reasonable third party travel expenses beyond normal commuting to and from the state or other Eligible Entity work site for services not covered by on-site warranty, service calls and/or a contracted maintenance plan. This includes the cost of a ferry to and from Dukes or Nantucket Counties. The definition of reasonable rates means those that are commercially available and competitive with other services companies.

### No pre-payments

Contractor must not request any form of pre-payments by the Eligible Entity before the service is rendered. For special projects implemented in phases, by mutual agreement of the Eligible Entity and the Contractor, invoices must be issued after each phase is completed to the Eligible Entity's satisfaction.

### Delivery

Contractor(s) must deliver equipment and/or supplies statewide, including the islands. Delivery must be F.O.B. destination with no delivery or travel expenses paid by the Eligible Entity, with the exception noted for Dukes and Nantucket Counties.

### Negotiation

Eligible Entities have the right to negotiate pricing or other aspects of purchases within the scope of the contract and are encouraged to do so.

### Pre-Installation

It is the Contractor's responsibility, prior to delivery, to survey and review the particular installation location to ensure the existing proposed location will meet the manufacturer's established installation criteria. Should the proposed installation location not meet established installation criteria, the Contractor and the Eligible Entity will attempt to locate an alternate mutually agreeable location for the equipment at the particular site.

Contractors not familiar with any location are strongly advised to personally view those locations prior to delivery. A lack of familiarity with an installation location will in no way relieve a Contractor from its responsibility to fulfill its contractual obligations.



## **Installation**

### **Compliance with Regulatory Requirements**

Contractor must maintain full compliance with all Regulatory Licensure Boards' (State Board of Electrical Examiners, Department of Public Safety) licensing requirements for all work.

### **Cabling and Cable Associated Hardware**

Cabling and associated hardware that is installed under this contract must be used for the security, surveillance, monitoring, and/or access control system. For cabling used for other purposes, use the current statewide contract for Data Infrastructure (Non-Construction related low voltage) Cabling Services and Maintenance, ITC45, or its successor.

### **Labels with Warranty Period**

Contractor must affix a label or decal to the control device for any equipment at the time of installation showing warranty period by dates, and the name, address, and telephone number of the OEM or Reseller responsible for warranty service of the equipment.

A successful installation is constituted by the product, equipment or system being fully capable of functioning to its fullest capacity and according to its design and is unencumbered by flaws resulting from poor installation. System Acceptance (final sign-off) will be provided by the user entity acknowledging final acceptance of a successful installation. System Acceptance cannot be unreasonably withheld by any entity, the contract manager or the project manager.

## **Post-Installation**

Contractor must be responsible for all installation of equipment and/or supplies and removal of all package material from the premises in coordination with the Eligible Entities instructions. For off-site monitoring services, Contractor must ensure there are systems current to meet the needs of the Commonwealth and remain current against intrusive/invasive systems that could compromise the installed system(s).

## **Anticipated Service Disruption**

Contractor must coordinate with the Eligible Entity for any anticipated service disruption. If anticipated disruption is scheduled the Contractor must provide a minimum of 24 hours' notice to the Eligible Entity.



## **Training and Training Materials**

Category 2, Category 2A, and Category 3 Contractors must provide significant training to designated personnel within the Eligible Entity during the final system testing and start-up phase of the project. The Contractor and Eligible Entity shall mutually agree on the duration as well as the location and schedule of the training. Training materials include, but are not limited to books, handouts, software, or customized training videos will be provided by the Contractor and will be given to the Eligible Entity at no additional cost, as agreed upon by the parties.

## **Software Licenses**

Where applicable, the cost of software licenses should be included in the Service Maintenance Agreement. Eligible Entities may also purchase software licenses separate from any Service Maintenance Agreements. Software licenses should be purchased through the Contractor who installed the equipment/system.

## **Service Maintenance Plans**

Category 2 Contractors must be able to provide service/maintenance agreements with various service levels available to the Eligible Entity at negotiated rates for repair and service work performed after the warranty period. The service/maintenance plan shall include various levels of Contractor response times available to the Eligible Entity. Contractors must offer an immediate response plan with 24x7x365 availability. Eligible Entities will negotiate pricing for service/maintenance plans with the Contractor.

Eligible Entities are encouraged to enumerate the requirements desired for any service/maintenance plan at the time of quote so total cost of ownership can be factored into award decisions. Some elements to consider when requesting a service/maintenance agreement include: Response time guarantees, up time guarantees, quality requirements, and penalties.

## **Product Warranty**

Contractors must provide a standard warranty for all equipment of at least 1 year in length. Eligible Entities may purchase extended warranties with Contractors at negotiated pricing. Please see each Contractor's price file on COMMBUYS for information regarding the availability of extended warranties.



## Strategic Sourcing Services Team (SSST)

<u>Name</u>	<u>Eligible Entity</u>
Randal Cabral	Department of Public Health
Randy Clarke	MBTA
Michael Courtney	Bureau State Buildings
David Crouse	Massachusetts State Police
Donald Denning	City of Boston
Nancy Fitzgerald	Department of Fire Services
Roger Gauthier	Department of Public Health
Sylvain Kabeya	Massachusetts Rehabilitation Commission
Adam Peters	MBTA
Charles Plungis	Operational Services Division
Korina Senior	Department of Fire Services



## Contractors

Contractor	MBPO	Categories				Contact Person	Phone	Email
		1	2	2A	3			
Access Control Systems Inc.	<a href="#">PO-14-1080-OSD01-OSD10-0000000037</a>		X			Charles R. Patterson	603-249-9820	<a href="mailto:charlie@a-c-s.biz">charlie@a-c-s.biz</a>
Advanced Alarm Systems Inc.	<a href="#">PO-14-1080-OSD01-OSD10-0000000039</a>		X	X		Kevin C Fitzpatrick	508-726-4565	<a href="mailto:kevin@80044alarm.com">kevin@80044alarm.com</a>
American Alarm	<a href="#">PO-14-1080-OSD01-OSD10-0000000040</a>		X	X	X	Larry Movsessian	781-859-2055	<a href="mailto:Lmovsessian@americanalarm.com">Lmovsessian@americanalarm.com</a>
Autoclear LLC	<a href="#">PO-14-1080-OSD01-OSD10-0000000041</a>	X				Alan Martin	973-826-0504	<a href="mailto:alanm@a-clear.com">alanm@a-clear.com</a>
Aventura	<a href="#">PO-14-1080-OSD01-OSD10-0000000042</a>	X				Lavonne Lazarus	631-300-4000 ext. 7125	<a href="mailto:llazarus@aventuracctv.com">llazarus@aventuracctv.com</a>
BCM Controls Corporation	<a href="#">PO-14-1080-OSD01-OSD10-0000000044</a>		X			Steven Feinberg	781-933-8878	<a href="mailto:feinbergs@bcmcontrols.com">feinbergs@bcmcontrols.com</a>
CEIA USA Ltd.	<a href="#">PO-14-1080-OSD01-OSD10-0000000045</a>	X				Luca Cacioli	330-405-3190	<a href="mailto:sales@ceia-usa.com">sales@ceia-usa.com</a>
Dugmore & Duncan, Inc.	<a href="#">PO-14-1080-OSD01-OSD10-0000000046</a>				X	Skip Reid	339-788-2019	<a href="mailto:skip@dugmore.com">skip@dugmore.com</a>
Electronic Security Control Systems	<a href="#">PO-14-1080-OSD01-OSD10-0000000047</a>	X	X		X	Ben Jacobellis	781-271-0830	<a href="mailto:benny3@escsinc.com">benny3@escsinc.com</a>
ENE Systems	<a href="#">PO-14-1080-OSD01-OSD10-0000000048</a>	X	X	X		Jill Murray	781-828-6770	<a href="mailto:jmurray@enesystems.com">jmurray@enesystems.com</a>
FTG Security	<a href="#">PO-14-1080-OSD01-OSD10-0000000095</a>		X			Brian Ingalls	339-502-6619	<a href="mailto:bingalls@isyscc.com">bingalls@isyscc.com</a>
Galaxy Integrated Technologies	<a href="#">PO-14-1080-OSD01-OSD10-0000000054</a>		X			John Gulezian	617-202-6388	<a href="mailto:john@galaxyintegrated.com">john@galaxyintegrated.com</a>
Go Technologies	<a href="#">PO-14-1080-OSD01-OSD10-0000000055</a>	X	X		X	Michael Kotwicki	508-881-2077	<a href="mailto:mike@gosecuritysolutions.com">mike@gosecuritysolutions.com</a>
Graybar Electric Company Inc.	<a href="#">PO-14-1080-OSD01-OSD10-0000000057</a>	X				Michael Teahan	617-721-4041	<a href="mailto:michael.teahan@graybar.com">michael.teahan@graybar.com</a>
Industrial Video Control	<a href="#">PO-14-1080-OSD01-OSD10-0000000091</a>	X				Ric Bonnell	617-467-3059 ext. 103	<a href="mailto:rbonnell@ivcco.com">rbonnell@ivcco.com</a>
Integrated Security, Inc.	<a href="#">PO-14-1080-OSD01-OSD10-0000000093</a>	X			X	Bradford Dowdall	508-623-1413	<a href="mailto:bdowdall@isi-security.com">bdowdall@isi-security.com</a>
Ironman Inc.	<a href="#">PO-14-1080-OSD01-OSD10-0000000097</a>	X				James L. Hatch	989-386-8975	<a href="mailto:ironman@ironmans.net">ironman@ironmans.net</a>



OPERATIONAL SERVICES DIVISION

Contractor	MBPO	Categories				Contact Person	Phone	Email
		1	2	2A	3			
(J&M Brown Company, Inc.) Spectrum Integrated Technologies	<a href="#">PO-14-1080-OSD01-OSD10-0000000098</a>		X			Steven A. Feldman	617-522-8800	<a href="mailto:sfeldman@spectrumit.com">sfeldman@spectrumit.com</a>
Lan-Tel Communications, Inc.	<a href="#">PO-14-1080-OSD01-OSD10-0000000102</a>		X			Kate Waldron	781-551-8599	<a href="mailto:kwaldron@lan-tel.com">kwaldron@lan-tel.com</a>
MEC Technologies LLC	<a href="#">PO-14-1080-OSD01-OSD10-0000000104</a>		X			James Brookshire	978-935-3118	<a href="mailto:jbrookshire@themecteam.com">jbrookshire@themecteam.com</a>
Minuteman Security Technologies	<a href="#">PO-14-1080-OSD01-OSD10-0000000110</a>		X	X	X	Joseph Lynch	978-783-0018	<a href="mailto:jlynch@minutemanst.com">jlynch@minutemanst.com</a>
NET Technologies, Inc.	<a href="#">PO-14-1080-OSD01-OSD10-0000000111</a>		X			Steven Capolupo	978-517-4123	<a href="mailto:scapolupo@ntisys.com">scapolupo@ntisys.com</a>
Pasek Corporation	<a href="#">PO-14-1080-OSD01-OSD10-0000000112</a>			X	X	David Alessandrini	617-269-7110	<a href="mailto:dalessandrini@pasek.com">dalessandrini@pasek.com</a>
Red Hawk Fire & Security, LLC	<a href="#">PO-14-1080-OSD01-OSD10-0000000115</a>		X			Lisa Wallace	508-967-1616	<a href="mailto:lisa.wallace@redhawkus.com">lisa.wallace@redhawkus.com</a>
Setronics Corp	<a href="#">PO-14-1080-OSD01-OSD10-0000000117</a>		X			Greg Riedel	978-671-5450	<a href="mailto:griedel@setronics.com">griedel@setronics.com</a>
Siemens Industry Inc.	<a href="#">PO-14-1080-OSD01-OSD10-0000000119</a>		X			Jonathan Hipsh	857-205-7598	<a href="mailto:jonathan.hipsh@siemens.com">jonathan.hipsh@siemens.com</a>
Signet Electronic Systems, Inc.	<a href="#">PO-14-1080-OSD01-OSD10-0000000121</a>		X			Daniel Chauvin	781-871-5888	<a href="mailto:daniel.chauvin@signetgroup.net">daniel.chauvin@signetgroup.net</a>
Stanley Convergent Security Solutions, Inc.	<a href="#">PO-14-1080-OSD01-OSD10-00000001405</a>		X	X		Jennifer Miller	317-703-1510	<a href="mailto:jennifer.miller@sbdinc.com">jennifer.miller@sbdinc.com</a>
Stone & Berg Company, Inc.	<a href="#">PO-14-1080-OSD01-OSD10-0000000123</a>	X				Jennie Pagano	508-753-3551	<a href="mailto:stoneandberg@aol.com">stoneandberg@aol.com</a>
Sullivan and McLaughlin	<a href="#">PO-14-1080-OSD01-OSD10-0000000125</a>		X			Will Bissonnette	617-474-0500 ext. 259	<a href="mailto:wbissonnette@sullymac.com">wbissonnette@sullymac.com</a>
Surveillance Specialties, Ltd.	<a href="#">PO-14-1080-OSD01-OSD10-0000000128</a>		X		X	Michael A. DeVita III	781-760-5148	<a href="mailto:michael.devita3@securadyne.com">michael.devita3@securadyne.com</a>
Tyco Integrated Security LLC	<a href="#">PO-14-1080-OSD01-OSD10-0000000130</a>	X	X	X		Tom Maciag	508-479-0721	<a href="mailto:tmaciag@tyco.com">tmaciag@tyco.com</a>
Valley Communications Systems, Inc.	<a href="#">PO-14-1080-OSD01-OSD10-0000000132</a>		X			Ken MacLeod	413-592-4136	<a href="mailto:kenm@valleycommunications.com">kenm@valleycommunications.com</a>
Wayne Alarm Systems, Inc.	<a href="#">PO-14-1080-OSD01-OSD10-0000000133</a>		X	X		Jeff Kahn	781-595-0000	<a href="mailto:jkahn@waynealarm.com">jkahn@waynealarm.com</a>