

**Administration
Information & Technology Service**



**BOSTON PUBLIC HEALTH COMMISSION
REQUEST FOR PROPOSALS (RFP)
No.ITS-002-24**

CrowdStrike Government Renewal Quote

Issued by
Boston Public Health Commission
1010 Massachusetts Ave, 2nd Floor,
Boston, MA 02118

RFP INFORMATION	
Contact:	Jeff Beers, Director of IT
Email Addresses:	JBeers@BPHC.org
Phone:	617-534-2368
Submittal Date	

PLEASE SUBMIT ALL CORRESPONDENCE
VIA E-MAIL DIRECTLY TO THE PROCUREMENT CONTACT LISTED ABOVE
AND INCLUDE '1010 Massachusetts Ave. "CrowdStrike Government Renewal
Quote" IN THE SUBJECT LINE

BOSTON PUBLIC HEALTH COMMISSION
Request for Proposals (RFP) # ITS-002-24

CrowdStrike Government Software
Renewal Quote

The Boston Public Health Commission is soliciting proposals from firms for the renewal subscription of our existing CrowdStrike Subscription.

This RFP establishes the terms, conditions, assurances, and certifications under which the Information Technology Services Department is seeking services under the Boston Public Health Commission. The Boston Public Health Commission is designated as a body politic and corporate and political subdivision of the Commonwealth and are subject to the Massachusetts Public Records Law and the designation of Health Insurance Portability and Accountability Act (HIPAA).

The Boston Public Health Commission (BPHC) is the local public health department for the City of Boston. BPHC's mission is to protect, preserve, and promote the health and well-being of all Boston residents, particularly the most vulnerable. To learn more about the Boston Public Health Commission, visit www.bphc.org.

The Boston Public Health Commission anticipates awarding a single contract to the selected vendor.

The Boston Public Health Commission's Contract Terms and Conditions are included as Attachment B to this RFP. By submitting a Proposal, the Proposer represents that it has carefully read and agrees to be bound by the Boston Public Health Commission's Contract Terms and Conditions. Identify during the question submittal and response period, any sections you consider onerous, clarify why you consider these sections onerous, propose alternative language and describe why it is in the Boston Public Health Commission's best interests to adopt the alternative language. Conditioned proposals will be considered nonresponsive and will not be evaluated.

All service contracts awarded by the Boston Public Health Commission may be subject to following the City of Boston's living wage ordinance. This ordinance requires that all employees working on sizable city contracts earn an hourly wage that is enough for a family of four to live at or above the federal poverty level. This wage amount called the living wage, is recalculated every year. For more information, please visit <https://www.boston.gov/worker-empowerment/living-wage-division>.

A. SCOPE OF SERVICES:

The Boston Public Health Commission will select a qualified vendor on a best value basis using a point-method of award, to provide the best quote. Please include One quote for all the below licenses.

The overall engagement will be managed by the vendor, with a defined scope, schedule, and budget. Project activities will be appropriately managed, and project risks and task progress will be formally communicated.

Services will be provided at the Boston Public Health Commission's direction and discretion and may be provided in collaboration with ITS Department staff or third-party support vendors. Services may be provided onsite or remotely, at the Boston Public Health Commission's discretion.

Quotation for below CrowdStrike Government Renewal

Qty 960 for below line items.

- CS.FCSD.GOV.SOLN Falcon Complete with Threat Graph Standard on Gov Cloud
- CS.INSIGHTB.SOLN Insight
- CS.PREVENTB.SOLN Prevent
- CS.DISCB.SOLN Discover
- CS.FALCOMPSTGOV.SVC Falcon Complete Subscription on Gov Cloud
- CS.OWB.SVC Overwatch
- CS.TG.STD.GOV Threat Graph Standard on GovCloud

Qty 1 for below line items

- CS.FALCOMPONBC.SOLN Falcon Complete: CID Management
- CS.FCSS.SOLN Falcon Cloud Security Standalone
- RR.HOS.ENT.EXPS Express Support

Qty 100 for below lines

- CS.FCS.FLEX.RES Falcon Cloud Security Reserved - Flex
- CS.CDR.SOLN Cloud Detection and Response
- CS.FALHORIZON.SOLN Falcon Horizon
- CS.TG.STD.HPSGOV Server Threat Graph Standard on GovCloud
- CS.OWCSTH.SVC Overwatch Cloud Threat Hunting
- CS.FCSCU.SOLN Falcon Cloud Security Complete Upgrade Gov Cloud

B. DELIVERABLES:

Quote for CrowdStrike Government Renewal

C. RFP ELEMENTS & EVALUATION CRITERIA:

Proposals should present information in a straightforward and concise manner, while ensuring complete and detailed descriptions of the Firm's/Team's abilities to meet the requirement of this RFP. Emphasis will be on completeness of content. The written proposals should be prepared in the sequential order as outlined below.

Proposals are limited to 12 numbered pages (8 ½ by 11 inch) **including** the cover letter and all appendices. All pages shall be in portrait orientation with 1-inch margins. Font size shall be 11 point or larger. Proposals that do not follow this format will not be reviewed.

The cover letter shall include the RFP Title and Number, Name, Title, Email Address, Phone Number and Addresses of the Proposing Team's main contact and include the following information:

- Describe any claim submitted by any client against the firm within the past two years related to the services provided by the firm or its key personnel. For purposes of this request, "claim" means a sum of money in dispute in excess of 5% of the firm's fee for the services provided.
- Any real or perceived conflicts of interests for team members, inclusive of the prime, sub-consultants and key team members.

Proposals are to address, and will be evaluated upon, the following criteria:

INITIAL EVALUATION PHASE

1. Pricing _____ 100 PTS

Pricing information MUST be provided separately from the proposal, in an individual PDF document.

- Include turnkey project cost

All rates and costs/fees quoted shall be:

Fully burdened, including administrative overhead, travel, lodging, and transportation (all direct/indirect expenses included);

- Quoted in US Dollars;
- Full cost inclusive; and Valid throughout the contract period unless otherwise amended and agreed to by both parties in writing.

ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

ATTACHMENT B – STANDARD CONTRACT/TERMS AND CONDITIONS

ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

PROCUREMENT PROCESS

SOLICITATION TIMELINE:

Issuance of RFP	10/4/24
Last Day to Submit Questions	10/11/24 5pm EST
Proposal packets due	10/17/24 4 pm EST
Bid Opening	10/18/24 2 pm EST
Interviews (if required)*	10/21/24 to 10/22/24
Final Selection*	10/22/24
Execute Contract*	

*Dates are tentative.

All status updates on the above solicitation timeline will be announced on the Boston Public Health Commission’s [website for this solicitation](#).

VENDOR OBLIGATION

Boston Public Health Commission Requests for Bids, Requests for Proposals and Requests for Qualifications can be accessed on the Boston Public Health Commission’s website, boston.gov/bids under ‘RFPs and BIDS’.

COMMUNICATION / INQUIRES

Proposers who, relative to this scope of services, contact any individuals or Commission members representing the Boston Public Health Commission, other than the Procurement Representative listed on the RFP shall be disqualified from consideration.

Written questions about the meaning or intent of the Solicitation Documents shall only be submitted to the Information Technology Services Department, jbeers@bphc.org (“**ITS-002-24 Crowdstrike Government Renewal.**” in the subject line).

Proposers who may have questions about provisions of these documents are to email their questions by the date listed above. The ITS Department staff will respond to all written questions submitted by this deadline.

ADDENDA

The Boston Public Health Commission may make changes to this Solicitation. Oral or other interpretations, clarifications or submittal instructions will be without legal effect. Any information modifying a solicitation will be furnished in a formal, written addendum. Addenda will be posted to the Boston Public Health Commission's web site and conveyed to those potential submitters.

SUBMITTAL PROCESS

Proposals must be received 10/17/24 by 4pm EST to:

JBeers@bphc.org & RFR@bphc.org
Name of Firm, CrowdStrike Government Renewal. (Subject Line)

Please submit one electronic copy in Adobe Acrobat PDF format, including all appendices. Submittals need to be limited to **9 MB in total email size**. It is the Consultant's responsibility to verify the receipt of the submittal. Electronic verification will be provided upon request.

***Late proposals will not be accepted by the Boston Public Health Commission. Proposals received after the stated date and time will not be reviewed and shall be deemed non-responsive.**

All proposals submitted shall be valid and binding on the submitting firm for a period of ninety days following the Proposal submittal deadline and for any extension of time granted by the submitting firm.

EVALUATION AND AWARD PROCESS

An evaluation team will review each proposal and evaluate all responses received based upon the criteria listed herein. The Boston Public Health Commission may request clarifications or additional information, if needed. After the evaluation team individually scores each proposal, the scores are tallied, and the firms are ranked based on the scores.

A selection may be made based on the proposals and initial evaluation criteria alone. Alternatively, the evaluation team may create a short list of the top ranked firms and invite the short-listed firms in for interview and/or check references. Scores for reference checks and interviews will be tallied and added to the short-listed firm's initial evaluation scores. Final selection will be based on reference checks and interviews.

The Boston Public Health Commission intends to select the Proposer who represents the best value to the Boston Public Health Commission and begin the negotiation and award process based on the evaluated scores.

The selected Consultant will be invited to enter into contract negotiations with the Boston Public Health Commission. Should the Boston Public Health Commission and the selected firm(s) not reach a mutual agreement, the Boston Public Health Commission will terminate negotiations and move to the next highest ranked firm and proceed with negotiations.

The Boston Public Health Commission reserves the right to accept or reject any or all information in its entirety or in part and to waive informalities and minor irregularities and to contract as the best interest of the Boston Public Health Commission may require. The Boston Public Health Commission reserves the right to reject any or all Proposals submitted as non-responsive or non-responsible.

Procedure When Only One Proposal is received

In the event that a single responsive proposal is received, the Proposer shall provide any additional data required by the Boston Public Health Commission to analyze the proposal. The Boston Public Health Commission reserves the right to reject such proposals for any reason.

GENERAL INFORMATION

News releases pertaining to this RFP, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the Boston Public Health Commission.

COSTS BORNE BY PROPOSERS

All costs incurred in the preparation of a Proposal and participation in this RFP and negotiation process shall be borne by the proposing firms.

SMALL BUSINESS AND DISADVANTAGED BUSINESS OPPORTUNITIES

The Boston Public Health Commission encourages Certified Underrepresented Business Enterprises (CUBEs) to respond to this RFP. As part of BPHC's efforts to have an equitable procurement process, BPHC will consider and encourage Certified Unrepresentative Businesses Enterprises (CUBE) that includes; Minority-owned Business Enterprises (MBE), Women-owned Business Enterprises (WBE), Veteran-owned Business Enterprises (VBE), Disability-owned Business Enterprise (DOBE), Lesbian Gay Bisexual Transgender Business Enterprises (LGBTBE), Minority Non Profit (MNPO), Women Non Profit (WNPO), Minority Women Non Profit (MWNPO) and local businesses to apply to this RFP.

PUBLIC DISCLOSURE

Proposals submitted under this Solicitation will be considered public documents and, with limited exceptions, will become public information and may be reviewed by appointment by anyone requesting to do so following the conclusion of the evaluation, negotiation, and award

process. This process is concluded when a signed contract is completed between the Boston Public Health Commission and the selected Consultant.

If a firm considers any portion of its response to be protected under the law, the vendor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "TRADE SECRET" on each page for which the protection is sought. If a request is made for disclosure of such portion, the Boston Public Health Commission will notify the vendor of the request and allow the vendor not less than ten (10) days to seek a protective order from the Courts or other appropriate remedy and/or waive the claimed confidentiality. Unless such protective order is obtained and provided to the Boston Public Health Commission by the stated deadline, the Boston Public Health Commission will release the requested portions of the Proposals. By submitting a response, the vendor assents to the procedure outlined in this paragraph and shall have no claim against the Boston Public Health Commission on account of actions taken under such procedure.



ATTACHMENT B – STANDARD CONTRACT/TERMS AND CONDITIONS

BOSTON PUBLIC HEALTH COMMISSION STANDARD CONTRACT FOR THE PROVISION OF GOODS OR SERVICES

This contractual agreement (“Contract”) is hereby made on _____ by and between **Boston Public Health Commission (“BPHC”)**, a body politic and corporate and political subdivision of the Commonwealth of Massachusetts with a principal place of business located at **1010 Massachusetts Avenue, Boston, Massachusetts 02118** and _____

(“Contractor”). *This document is subject to the Terms and Conditions below and may include additional supporting required documents.*

All fields in Part 1 and Part 2 must be completed. For nonapplicable fields, enter N/A.

Part 1 – IDENTIFICATION OF BPHC

Bureau Name:

Program Name:

Requestor:

Phone:

Email:

Good/Services(s) Requested:

Service Location(s):

Part 2 – IDENTIFICATION OF CONTRACTOR

Contractor Name:

Payee Name if different from Contractor Name:

Contact Name:

Street Address:

City:

State:

Zip code:

Email:

Phone Number:

Tax Identification No. (SSN or EIN):

Number of Full Time Equivalents (FTE*):

Unique Entity Identifier (UEI):

CONTRACT TERM:

This contract shall be in effect from (start date) _____ through (end date) _____

Review Terms and Conditions for earlier termination as provided herein.

CONTRACT AMOUNT:

This contract shall not exceed _____ dollars

(\$ _____) and is subject to the availability and appropriation of funds.

GRANT FUNDING SOURCE, if applicable: Grant Number _____ Grant Expiration Date _____ ALN/CFDA Number: _____

For Sub-Recipient Contract, the Notice of Grant Award must be sent to the Sub-Recipient as an attachment along with this Contract

ADDITIONAL TERMS:

For BPHC Procure to Pay Office Use ONLY

BPHC Contract Number: _____

BPHC Vendor ID: _____

*FTE: Full-Time Equivalent shall mean a formula to calculate the number of employee work hours which equal one (1) full-time position. For the purposes of this document, full time shall mean the standard number of working hours, between thirty-five (35) hours and forty (40) hours per week, that is used by the covered vendor to determine full time employment.

ARTICLE I – PERFORMANCE

- a) Performance under this Contract shall include services rendered, obligations due, costs incurred, goods and deliverables provided and accepted by BPHC. Contractor shall conduct all activities, provide all goods, and/or perform all services as may be required by the provisions of this Contract. No variations from specifications hereunder shall be allowed without the written approval of an authorized representative of BPHC.
- b) Where applicable and unless otherwise indicated in this Contract or any Statement of Work, Quote, Order, or Budget, all shipments shall be assumed F.O.B., destination inside delivery. Such inside delivery shall be performed through the shipper and charged back to the shipper and shall be made between the hours of 9:00 AM and 5:00 PM, Monday through Friday, exclusive of Holidays, unless otherwise specified in this Contract or any Statement of Work, Proposal, Quote, Order, or Budget.
- c) Upon written request of BPHC, Contractor shall remove from BPHC premises and/or replace all individuals in Contractor's employ or control rendering goods or services to BPHC whom BPHC determines to be disorderly, careless, or incompetent, or to be employed, provide services, or conduct activities in violation of the terms of this Contract or in violation of the law.
- d) Contractor shall maintain books, records, and other compilations of data relative to the services to be performed hereunder sufficient to substantiate its claims for payment or meet any regulatory requirements, including any and all applicable federal, state, or local requirements. All such records shall be retained for at least seven (7) years. BPHC or its designee shall examine and copy such records upon reasonable notice to Contractor and at such times and expense as may be reasonable.
- e) Prior to beginning performance under this Contract, Contractor must receive a Purchase Order from BPHC

ARTICLE II – ACCEPTANCE OF GOODS AND SERVICES

BPHC shall have a reasonable opportunity to inspect all goods and services. If the goods or services are not acceptable, Contractor may be allowed to cure the goods and/or services within a reasonable time at no additional cost to BPHC. Unless otherwise provided hereunder, liability for payment shall be subject to acceptance by BPHC.

ARTICLE III – TIME

It is understood and agreed that Contractor's performance shall be completed as specified in the Contract, Statement of Work, Proposal, Quote, Order, or Budget; and if not specified it should be timely and meet or exceed industry standards for the performance required.

ARTICLE IV – COMPENSATION

- a) Contractor may be compensated only for those costs and expenses it incurred as identified on any Statement of Work, Proposal, Quote Order, or Budget or attached hereto except that such cost and expense shall not exceed the not-to-exceed Contract Amount listed in the Contract cover page above.
- b) BPHC shall not be liable for any interest, penalties, or late fees.
- c) Invoices with back-up documentation shall reference a BPHC purchase order number and shall be submitted electronically to BPHC's Procure to Pay (P2P) Department at AccountsPayable@bphc.org.
- d) All Contractors must comply with proper invoice documentation submissions to assure timely payments in accordance with BPHC's Vendor Invoice Requirement and Submission Letter. A copy of same shall be provided to Contractor.
- e) Unless otherwise agreed, invoices shall be payable thirty (30) days from receipt of same. To expedite payments, BPHC recommends that all Contractors complete the Payment Account Information section with Electronic Fund Transfer ("EFT") information of the Vendor Set-Up Form authorizing BPHC to make electronic payments.
- f) Final invoices for goods received or services completed must be submitted to BPHC within thirty (30) days of the expiration or termination of this Contract. BPHC retains the right to deny payment for any invoices received after the thirty (30) day invoice period.

ARTICLE V – RELATIONSHIP WITH BPHC

Contractor is retained solely for the purposes of and to the extent set forth in this Contract. Contractor's relationship to BPHC during the term of this Contract shall be that of an independent contractor. Contractor shall be fully responsible for completion of its obligations under this Contract without supervision from BPHC. Contractor has full discretion to employ the proper means and methods to complete the work and shall determine its own working hours. Contractor shall have no capacity to bind BPHC in any contract or to incur any liability on behalf of BPHC. Contractor, its agents, or employees shall not have the status or pension rights of an employee. BPHC shall not be liable for any personal injury to or death of Contractor, its agents, or employees

ARTICLE VI – ASSUMPTION OF LOSS AND LIABILITY

- a) Contractor shall pay and be exclusively responsible for any expenses incurred on account of the delivery of goods or services to be under this Contract, and/or for all debts for labor and materials incurred by Contractor for the rental of any appliance or equipment hired by Contractor.
- b) Contractor shall bear all loss, resulting from any cause, before the delivery of goods or services is completed and after performance, if the goods or services fail to conform to specifications.
- c) Contractor or any of its agents, employees, or subcontractors entering on the premises of BPHC shall take all precautions necessary to prevent injury to persons or property.
- d) Contractor shall indemnify, assume the defense of, and hold BPHC its officers, agents, assigns, or employees, harmless from all suits and claims arising from any act or omission of Contractor, its agents, or employees in any way connected with performance under this Contract.
- e) Contractor shall maintain at a minimum General Liability, Property Damage, Employers' Liability, Worker's Compensation, and Motor Vehicle Liability (Personal Injury Protection and Property Damage) and such other liability insurance coverage as may be required hereunder sufficient to protect Contractor and BPHC from any risks or claims which may be associated with this Contract and as are customary in Contractor's business and shall provide BPHC with evidence of such coverage. In the event any changes occur in such liability coverage during the period of performance, Contractor shall notify BPHC of such changes and shall provide BPHC with new evidence of coverage. At its discretion, BPHC shall have the right to require that it be named as an Additional Insured on any applicable policies.
- f) Contractor acknowledges that BPHC, its officers, agents, assigns, and employees, are subject to all provisions in M.G.L.c. 258, including but not limited to, the liability limitations for governmental entities.

ARTICLE VII – REMEDIES OF BPHC

- a) If Contractor provides goods or services which do not meet the specifications provided or are otherwise not merchantable or fit for their intended purposes, BPHC shall have all remedies as provided by law.
- b) BPHC shall have the right to inspect goods or services for forty-five (45) days and if the goods or services fail to meet the terms of the Contract or are otherwise not merchantable or fit for their intended purpose, BPHC shall have all remedies as are provided by law.
- c) BPHC may deduct the cost of any substitute contract or non-performance of services together with incidental and consequential damages from the Contract amount and shall withhold such damages from the sums due or to become due to Contractor.
- d) BPHC retains all rights to warranty as supplied by Contractor.
- e) If this Contract is funded in whole or in part by a grant to BPHC from a third party, BPHC has the right to reduce the amount of this Contract or terminate this Contract if the grant from the third party is reduced or eliminated.
- f) In addition to all other remedies available to BPHC under applicable state and federal laws, in the event Contractor or its subcontractor(s) fail to comply with the terms of this Contract or with applicable federal, state, or local requirements governing the use of any grant funding supplied by a third party that supports this Contract, BPHC may withhold or suspend awards, in whole or in part, or recover from Contractor or subcontractor(s) any funds improperly paid to Contractor or subcontractor(s) following an audit by BPHC.

ARTICLE VIII – REMEDIES OF CONTRACTOR

If damages, other than loss of nonconforming goods or services, are sustained by Contractor due to any act or material omission for which BPHC is legally responsible, BPHC may allow a sum equal to the amount of such damages sustained by Contractor as determined by BPHC in writing, provided Contractor shall deliver to BPHC a detailed written statement of such damages and cause thereof within thirty (30) days after the alleged act or material omission by BPHC. Contractor shall not have the option to accelerate at will.

ARTICLE IX – ASSIGNMENT

Contractor shall not assign, delegate, subcontract, or in any way transfer any interest in this Contract without the prior written consent of BPHC. BPHC reserves the right to delegate, assign, or otherwise transfer any interest in this Contract to another entity without further notice to Contractor.

ARTICLE X – AMENDMENTS

- a) All material alterations or additions to the terms and conditions of this Contract must be in writing and signed by BPHC and Contractor subject to BPHC's internal procurement policy.
- b) At BPHC's sole discretion it may make non-substantive unilateral modifications to this Contract. These will be in writing and written notice of same will be promptly provided to Contractor.

ARTICLE XI – COMPLIANCE WITH LAWS, BPHC POLICIES, GRANT REQUIREMENTS, AND PUBLIC POLICY

- a) This Contract is subject to the laws of the Commonwealth of Massachusetts and, where applicable, is governed by M.G.L. c. 106 §2-101, et seq. (the Uniform Commercial Code, Article 2).
- b) Contractor shall provide, at its sole expense, all necessary licenses, permits, or other authorizations required by the City of Boston, the Commonwealth of Massachusetts, or any state or federal governmental agency with proper jurisdiction and shall ensure that all specifications are met, and that the goods or services acquired or performed hereunder adhere to all applicable regulations. Contractor agrees and certifies that it is authorized and/or licensed to perform the services required by this Contract and if necessary, Contractor will secure such authorization and/or licensure within a reasonable period of time for so long as it is bound to perform under the terms of this Contract.
- c) Contractor shall not discriminate against any individual on the basis of gender, race, religious creed, national origin, age, disability, gender identity, or sexual orientation in connection with the performance of this Contract. Contractor shall 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 of Massachusetts.
- d) Contractor shall not act in collusion with any BPHC officer, agent, assign, employee, or any other party, nor shall Contractor make gifts regarding this Contract or any other matter in which BPHC has a direct and substantial interest in violation of M.G.L. c. 268A (the Conflict of Interest Law).
- e) Pursuant to M.G.L. c. 62C, §49A, Contractor certifies under the penalties of perjury that Contractor has complied with laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.
- f) Contractor shall comply with all applicable City of Boston Ordinances, City Executive Orders, BPHC Regulations or policies, and any state and federal laws or grant requirements that, in any manner, affect the goods or services herein specified. Contractor shall, at all times, observe and comply with said ordinances, regulations/policies or laws, and shall protect and indemnify BPHC, its officers, agents, assigns, and employees against any claim or liability arising from or based on any violation of such ordinances, regulations or laws.
- g) In addition to its obligations to comply with any applicable federal or state laws under section (f) above, Contractor shall also comply with the requirements of any federal, state, or city grant that supports this contract. In particular, Contractor must comply with all applicable grant reporting requirements and must provide appropriate supporting backup documentation for any invoices submitted to BPHC for payment. Any

h) BPHC will not purchase goods or allow services from a Contractor who is currently disqualified or suspended from doing business with the United States government. Contractor hereby certifies that it is not on the Systems for Award Management (SAM.gov) Exclusion List, and it is not disqualified or suspended from federal contracting. If Contractor is disqualified or suspended from federal contracting during the period of this contract, Contractor must notify BPHC in writing within fifteen (15) days of such occurrence. In the event Contractor is disqualified or suspended from federal contracting, BPHC shall have the right to modify or terminate this Contract at its discretion.

- i) Contractors who are federally funded must provide: 1) Unique Entity Identifier (UEI); 2) a System for Award Management (SAM.gov) Report; and 3) a copy of Contractor's latest annual Federal Single Audit Report for those Contractors subject to Uniform Guidance 2 C.F.R. 200 Subpart F.
- j) BPHC and Contractor commit to making a good-faith effort to contract/subcontract with Certified Underrepresented Business Enterprises (CUBE) in accordance with BPHC's Equitable Procurement Policy. CUBEs include the following: Disability Owned, Lesbian Gay Bisexual Transgender Owned, Minority Owned, Small Local Owned, Woman Owned, Veteran Owned, or a Non-profit that is Minority Owned, Woman Owned, or Woman Minority Owned. A copy of BPHC's Equitable Procurement Policy may be provided to Contractor upon request.
- k) If this Contract is in response to an infectious disease outbreak, including but not limited to COVID-19, Contractor acknowledges that this contract may be supported by funds from the United States federal government. Accordingly, the required federal provisions at the following link are hereby incorporated into this agreement: <https://www.ecfr.gov/>.

ARTICLE XII – MISCELLANEOUS

- a) Any waiver expressed or implied by BPHC of any rights, terms, or conditions of the Contract shall not operate to waive such rights, terms or conditions or any other rights, terms, or conditions beyond the specific instance of waiver.
- b) Contractor acknowledges that any and all products (tangible and intangible) created pursuant to this Contract shall be the exclusive property of BPHC. All work papers, reports, questionnaires, and other written materials prepared or collected by Contractor while completing the work to be performed under this Contract shall always be the exclusive property of BPHC. Contractor shall not use or publish or cause to be used or published any reports or any other printed material in relation to the services performed hereunder without written authorization from BPHC. Where such authorization is given, Contractor shall appropriately acknowledge the collaboration and support of BPHC. In addition, Contractor has an affirmative obligation to request whether BPHC would like to collaborate on the creation of any research paper, tool, or other product that is the result of the performance of this Contract.
- c) Unless separately agreed upon by the parties in this Contract or any applicable Statement of Work, Proposal, Quote, Order or Budget, BPHC shall be the owner of any and all data collected by Contractor pursuant to this Contract.
- d) In the event of any dispute concerning the meaning or application of this Contract, any such dispute shall be resolved pursuant to the laws of the Commonwealth of Massachusetts and, if necessary, by a court of the Commonwealth of Massachusetts in Suffolk County or the United States Federal District Court sitting in Boston, MA.
- e) Neither party shall be liable to the other or be deemed to be in breach of the Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or a public enemy (including terrorist acts), fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or compliance with governmental orders that prohibits the performance of this Contract.

f) If any provision of this Contract is declared or found to be illegal, unenforceable, or void, both parties shall be relieved of all obligations under such provision. The remainder of the Contract shall be fully enforced as permissible by law.

g) BPHC is a tax-exempt entity (federal tax identification number 04- 3316655) and shall not be responsible for the payment of any type of tax that may arise as a result of the performance of this Contract. See Mass. Gen. Laws III App. §§2-3, 2-9, 26 USC §115(1). The St-2 (MA Certificate of Sales Tax Exemption) Form will be provided upon request.

ARTICLE XIII – AVAILABLE APPROPRIATION

This Contract is subject to the availability of an appropriation therefore BPHC retains the right to reduce the amount of this Contract or terminate it without penalty if funding for the Contract is reduced or eliminated. This expressly includes any contract that is funded in whole or in part by the City of Boston or any grant funding received by BPHC in accordance with Article VII(e).

ARTICLE XIV – RELEASE OF BPHC ON FINAL PAYMENT

Acceptance by Contractor of final payment from BPHC under this Contract shall be deemed to release BPHC from all claims and liabilities, except those which Contractor notifies BPHC in writing within 60 days after the expiration or termination of this Contract.

ARTICLE XV – TERMINATION OR CANCELLATION

This Contract may be terminated by BPHC for any breach of its terms by Contractor, for convenience or for any other ground stated elsewhere in this contract. All obligations which are executory on both sides shall be discharged upon termination. Any rights based on prior breach of performance shall survive. The terms of the Contract shall survive its termination for the purposes of (1) resolving any claims; and (2) warranties. This Contract may be cancelled by BPHC and will have the same effect as termination except that BPHC shall retain any remedy for breach of the whole Contract or any unperformed balance. Notice of termination or cancellation shall be given to Contractor at the address supplied on the Request for Contract/Standard Contract Cover Page by email or mail and shall be effective upon receipt. Contractor shall have no right to recover other amounts, including but not limited to amounts for lost profits, indirect, incidental, or consequential damages.

ARTICLE XVI – WARRANTIES

Contractor makes all warranties as applicable under M.G.L. c. 106 §2-313, the Warranty of Title, M.G.L. c. 106 §2-313, Express Warranties as by affirmation, promise, description and/or sample, M.G.L. c. 106 §2-314, the implied warranties of merchantability or by usage of trade, and MG.L. c. 106 §2-315, implied warranty of fitness for a particular purpose.

ARTICLE XVII – CONFIDENTIALITY

Contractor shall comply with all applicable federal, state, and local laws and regulations relating to confidentiality and privacy of any data collected or received by Contractor. Contractor shall inform, in writing, each of its employees or agents having any involvement with personal data or other confidential data of the laws and regulations relating to confidentiality and shall ensure their compliance.

ARTICLE XVIII – CRIMINAL OFFENDER RECORD INFORMATION(CORI)

In order to ensure that Contractor and its subcontractors/employees, who have contact with the public or BPHC client(s), are appropriate for serving in their position in any program or facility of BPHC, or any Contractor programs funded by BPHC, a Criminal Offender Record Information (“CORI”) check (or its equivalent) must be performed on Contractor, or its subcontractor/employees as provided in 101 CMR 15.00. Contractor and its subcontractors/employees shall consent to a CORI check conducted by Human Resources or provide BPHC with an Affidavit stating that Contractor has conducted a CORI check (or its equivalent) on its subcontractors/employees or individuals involved in rendering goods or services under this Contract.

BPHC’s General Counsel’s Office has the discretion to require CORI, other affiliated checks, or a CORI Affidavit for any other contracts where it deems necessary, including but not limited to, any time a Contractor or its subcontractors/employees may work on any BPHC sites, or Contracts where BPHC’s finances or financial information are a subject of the Contract.

ARTICLE XIX – ENTIRE AGREEMENT, COUNTERPARTS, COPIES

This Contract constitutes the entire agreement between BPHC and Contractor and supersedes any and all oral agreements and negotiations. If necessary, this Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Contract. In addition, a copy of this Contract will be just as enforceable as an original, unless one party demands creation and receipt of a contract with original signatures.

ARTICLE XX – CERTIFICATE OF AUTHORITY

Contractor warrants that it has full power and authority to enter into and perform this Contract, and the person signing this Contract warrants that they have been properly authorized and empowered to enter into this Contract. In addition, acceptance of any payment under a contract or grant shall operate as a waiver of any claims against BPHC that challenge the existence of a valid contract due to the lack of actual signatory authority by Contractor. BPHC reserves the right to request proof of signatory authority from any Contractor.

-----END OF TERMS AND CONDITIONS-----

BPHC and Contractor hereby cause this instrument to be executed by the duly authorized representatives as of the day first written above.



**NOTICE TO VENDORS:
REQUIREMENTS OF THE BOSTON JOBS, LIVING WAGE, AND PREVAILING WAGE
ORDINANCE**

Any City of Boston department that awards a service contract is required to provide an explanation of the requirements of the Boston Jobs, Living Wage, and Prevailing Wage Ordinance (“the Ordinance”).

Under the Ordinance, you may be either a *Covered Service Contract* or *Covered Building Service Contract*.

- **Covered Service Contract**: any contract of at least twenty-five thousand (\$25,000.00) dollars or more awarded to a vendor by the City for the furnishing of services to or for the City.
- **Covered Building Service Contract**: a contract or subcontract to provide building services to the City of Boston (regardless of contract size). This work includes work performed in connection with the cleaning and maintenance of buildings and security guard services.

Depending on the contract, you may be either a *Covered Vendor* or a *Covered Building Service Vendor*:

- **Covered Vendor**: any for-profit employer or any not-for-profit employer that employs at least twenty-five (25) FTE's and that has been awarded a service contract or service subcontract of \$25,000 or more from the City of Boston.
- **Covered Building Service Vendor**: an employer providing building services as contemplated under the Ordinance to the City of Boston through a contract or subcontract.

If you are a *Covered Vendor*, you are required to pay employees covered by the contract no less than the **living wage amount of \$18.20 starting July 1, 2024**; this amount is subject to change each July.

If you are a *Covered Building Service Vendor*, you are required to pay employees covered by the contract no less than standard compensation. The wage schedule to determine standard compensation will be provided to you by the contracting department; this amount must be updated on the anniversary of the contract execution.

Covered Vendors and *Covered Building Service Vendors* have other obligations under the Ordinance, which include:

- the completion of the Boston Jobs, Living Wage, and Prevailing Wage Ordinance Vendor Agreement (Form 2),
- the completion of quarterly reports (Form 9),
- the completion of the First Source Hiring Agreement (Form 10),
- the maintenance and reporting of payroll records and site visits, and
- other obligations as required by the Ordinance.

You can find the Ordinance and requirements for *Covered Vendors* and *Covered Building Service Vendors* in the [City Municipal Code](#) and at boston.gov/living-wage. To request a hard copy of the Ordinance, please reach out to the Office of Labor Compliance and Worker Protections by calling **(617) 918-5236** or emailing workers@boston.gov.

All vendors who have signed a *Covered Service Contract* or *Covered Building Service Contract* with the City of Boston shall forward a copy of the Ordinance requirements to any person submitting a bid for a subcontract on the *Covered Service Contract* or *Covered Building Service Contract*.

The Office of Labor Compliance and Worker Protections of the Worker Empowerment Cabinet is the City's *Designated Department* responsible for the overall implementation, compliance, and enforcement of the Ordinance. The *Contracting Department* is the agency awarding the contract.

Any questions concerning the Ordinance, regulations, or the current living wage hourly rate should be referred to the Office of Labor Compliance and Worker Protections. The Office of Labor Compliance and Worker Protections is located at 43 Hawkins Street, Boston, MA 02114 and can be reached at **(617) 918-5236**.