



**Request for Proposal
Questions and Responses
October 27, 2025**

**Please note that timeline has been updated, and the new submission deadline is
Monday, November 3, at 5 PM.**

Updated Request for Proposal Schedule:

Request for Proposal (RFP) Schedule [UPDATED]	
October 6, 2025	RFP notice published in The Boston Globe. RFP available at www.boston.gov/bid-listings .
October 15, 2025	Vendor questions due by 5:00 PM ET via email to RFR@bphc.org . Each vendor should consolidate questions into a single, emailed submission with the email subject being "Temporary Staffing Support." BPHC will not respond directly to Vendor emails.
October 27, 2025	BPHC responses to Vendor questions posted by 5:00 PM ET at www.boston.gov/bid-listings .
November 3, 2025	Vendor RFP submissions due by 5:00 PM via email to RFR@bphc.org with the email subject being "Temporary Staffing Support RFP Response." BPHC will not respond directly to Vendor emails.
November 17 through December 5, 2025	BPHC notifies vendors of down selection and facilitates Vendor Presentations. While BPHC will work with Vendors to reasonably accommodate scheduling in this period, Vendors are expected to plan on being available during this time.
December 12, 2025	BPHC makes final decision and notifies vendor of award. BPHC has the discretion to extend this timeframe without notice to the bidders.

NOTE: Almost 400 questions were submitted. All questions were reviewed, and representative sample was selected to answer because many were duplicative.

Question	Answer
1. Could BPHC provide estimated weekly hours for all role to help vendors accurately estimate pricing?	The assumption is that all positions will work a minimum of 20 hours weekly, but the actual may vary with the pace of implementation. The Controller role in Finance may be 40 hours.
2. Is this a new contract or renewal of an existing contract?	This is a new contract.
3. If there is an existing contract, could you please share the names of the current vendors and their pricing?	There are no current vendors.
4. In order to be considered responsive for this solicitation, is it mandatory to bid on all positions?	There is a strong preference for one firm that can supply candidates for all positions, but it is not mandatory to bid on all positions.
5. What is the estimated budget for this contract?	There is no budget.
6. Is it mandatory to subcontract?	No
7. Could you please provide information on the daily duration of shifts required for the necessary professions? For example, the number of hours per day?	Monday – Friday, 9 AM – 5 PM are normal business hours. Candidates will be informed of the days and hours they are expected to work when hired.

8. Is it mandatory for a vendor to propose staffing solutions for all roles listed in the RFP (Finance, Human Resources, and ITS) to be considered eligible for a contract award, or can a vendor submit a proposal focusing on a selective subset of roles, such as only the roles listed for the Information Technology Services (ITS) department?	There is a strong preference for one vendor that can supply candidates for all positions but proposals for a subset will also be considered.
9. For the ITS roles (Enterprise Application Administrator and Software Developer/Data Engineer), is BPHC seeking candidates for a continuous, full-time (100%) engagement for the entire implementation period, or is there an estimated breakdown of the required effort (e.g., 50-100% or phase-specific surge periods)?	These roles will be part-time, but the actual number of hours may vary depending on the phase and pace of implementation.
10. Kindly confirm if the submission of hourly rates alone is sufficient and specify whether the temporary staffing roles are expected to be onsite, remote, or a combination of both.	All anticipated costs should be explained and included in the proposal if the bidder will invoice for those costs. BPHC has a hybrid policy which requires employees to work from the office three days a week. Hires may be allowed to work from home after training.
11. Are consultant resumes required with the submission?	The resumes of key personnel from the vendors submitting bids required. Resumes of potential candidates for the roles in each department are not required but samples may be included.
12. Do you require Resumes of candidates attached to the RFP submission? If yes, do we need to submit actual resumes for selected candidates or sample resume?	No. Candidate resumes are not required at this time, but sample resumes may be included.
13. How many vendors do you intend to award?	There is a strong preference to select one vendor, but more than one contract may be awarded.
14. Are there any mandatory subcontracting requirements for this solicitation? If yes, what is the percentages of subcontracting goals vendors need to meet?	There are no subcontracting requirements.
15. Upon reviewing the RFP evaluation criteria, I see cost listed under the evaluation criteria, but did not see anywhere in the document that mentioned how cost information was to be presented. Is a cost narrative being requested or will there be an attachment such as a price sheet provided for us to submit that information?	There is no specific format for presenting costs, but the proposal should be comprehensive and account for all expected costs.
16. Could you please confirm whether a local presence is required for vendors to be eligible or considered for this RFP?	No. Local presence is not required but a representative from the winning bidder(s) should be available to meet in person with BPHC if necessary.
17. What is the estimated number of temporary positions expected across the three departments?	All positions are temporary. Finance (3); ITS (2); HR (6).

18. Does BPHC anticipate full-time, on-site presence for all roles, or will hybrid/remote work arrangements be considered?	All roles are expected to be part-time (except for the Controller which may be full-time) and in the office. Hybrid is a possibility but fully remote is not.
19. Can BPHC confirm the anticipated contract term and whether there is potential for renewal or extension through the ERP implementation period (2026–2027)?	The contract is expected to be awarded at the end of December 2025 for a minimum of 12 months. It may be extended beyond the initial term.
20. For the Controller, P2P Manager, and Revenue Manager roles, does BPHC anticipate these as 100% dedicated resources, or will partial (50%) allocations be acceptable as indicated?	These are part-time roles except for the Controller which may be full-time.
21. Could BPHC provide estimated weekly hours for all role to help vendors accurately estimate pricing?	The number of hours may fluctuate based on the stage and pace of implementation, but estimates should be based on 20 hours a week. The Controller may be 40 hours.
22. Are the temporary employees expected to be W-2 employees of the vendor, or will 1099/independent contractors also be acceptable?	This is a decision for the bidder. Status as a W2 employee or independent contractor is not a consideration.
23. For the Payroll and Benefits positions, are there specific HRIS systems in use currently, and will those systems continue until Workday is live?	We currently use ADP EV6.
24. Will BPHC provide laptops, VPN access, and credentials for ITS contractors, or is it expected that vendors provide hardware?	BPHC will provide all credential and hardware.
25. Please confirm if BPHC prefers hourly rate cards by role, or a fully loaded cost proposal per resource (inclusive of overhead and benefits).	All costs incurred should be accounted for and explained in the proposal.
26. Will vendors be required to include candidate resumes at the proposal stage, or only after award when specific staffing requests are made?	Candidate resumes are not required but samples may be submitted.
27. During the evaluation process, will down-selected vendors be asked to present their proposed staffing candidates, or only their staffing approach and methodology?	Presentations will focus on the candidate selection process, but examples of potential candidates may be shared.
28. 39. Is there a preferred template or example for how BPHC would like the rates and total costs presented in the proposal?	BPHC does not have a preferred template. All costs should be disclosed and explained.
29. Can BPHC confirm the expected duration of the temporary staffing engagement for each role?	A minimum of 12 months.
30. Are there minimum weekly hours or maximum allowable billable hours per role?	No. The total number of hours may vary depending on the stage and pace of implementation, but 20 hours may be assumed for planning purposes.
31. Could BPHC clarify the weighting or relative importance of evaluation criteria (e.g., Cost vs. Past Performance vs. Understanding of Requirements)?	All criteria are given equal weight. The proposals awarded the highest composite scores by the review panel will be chosen as finalists.

32. For Certified Underrepresented Business Enterprise (CUBE) participation, does BPHC require certification specifically from the Commonwealth of Massachusetts, or will national certifications (e.g., NMSDC, WBENC, NVBDC) be accepted?	Certification may be obtained from the Commonwealth, City of Boston or a national certifying entity such as NMSDC, WBENC, SBA, Disability:IN, or NGLCC. BPHC will verify that the certification is valid.
33. Is there any preference or scoring advantage for Certified Underrepresented Business Enterprises (CUBE) participation?	CUBE Status is assigned a value when proposals are evaluated but not a determining factor.
34. How will BPHC weigh cost versus technical qualifications during evaluation?	Cost is an important factor but not the only consideration.
35. Is there a ceiling or budget range allocated for this temporary staffing support contract?	No
36. What is the anticipated start date for selected candidates?	The start date will depend upon when the contract is executed, and a suitable candidate is hired.
37. Do we need to provide the resume for recruitment team or sample resume?	Vendors need to submit the resumes of key personnel only. It is unnecessary to include the resume of every member of the team.
38. How were you managing this tasks so far?	All roles are currently performed by full-time BPHC employees. The Controller is a new position.
39. As an SBA-certified SDVOSB firm, are we eligible for any preference or evaluation consideration under this solicitation?	Certification as a SDVOSB is assigned a value but BPHC does not make decisions based solely on ownership status.
40. Do we need to share the percentage markup? If yes, please specify further.	All costs should be disclosed and explained.
41. Are bidders permitted to provide commercial references in their proposal submission?	Yes
42. Could you please confirm whether the one-page bios for proposed personnel count toward the total five-page limit?	Separate bios for every person is not necessary. One page with brief bios of all personnel is sufficient.
43. "If applicable, identify any relevant company statuses or certifications (e.g., Certified Underrepresented Business Enterprise [CUBE] status) of the proposed team, including any proposed subcontractors. "Is this applicable only to vendors certified by the City of Boston or the State of Massachusetts?	Certifications obtained from other states or cities will also be considered.
44. Are bidders required to submit proposals for all categories, or may we submit for selected categories only?	Bidders are not required to bid on all categories but there is a strong preference for a vendor that can provide candidates for all roles.
45. Will services be required on a consistent, ongoing basis throughout the contract period, or on an as-needed basis driven by specific project requirements or workload fluctuations?	Candidates should be available part-time on an ongoing basis for a minimum of twelve months, but the number of hours may fluctuate.
46. Is there any preference for local vendors, or will foreign entities receive equal consideration based on qualifications?	There is no preference based on location but a representative from the selected vendor should be available to meet in-person with BPHC if necessary.
47. BPHC has provided the job description of the required roles in the RFP but has not specified the required level of experience for	<u>Controller</u> should have at least 7-10 years of well-rounded Finance and Management experience. BS

each required roles? Can BPHC clarify what experience level resources they need?	<p>in Accounting or Finance required, MBA or CPA preferred but not required.</p> <p><u>P2P Manager</u> should have at least 5 years of Accounts Payable and Contract Management experience. BS degree in Finance or related field required.</p> <p><u>Revenue Manager</u> should have 5 years of relevant 3rd party billing, invoicing, and cash receipt experience. BS degree in Finance or related field required.</p> <p><u>Enterprise Application Administrator</u> 4 or more years of related work experience in software development and application administration, experience with SQL Server in an Azure environment, SSRS, experience administering Microsoft GP 2022 and ReQlogic a plus.</p> <p><u>Software Developer and Data Engineer</u> 3 or more years of software development and support, experience with SQL Server, SSRS, Power platform.</p>
48. Will temporary staff be required to work fully onsite in Boston, or is there flexibility for hybrid/remote work arrangements for specific ITS positions such as Software Developer or Data Engineer?	Hybrid is a possibility but fully remote is not.
49. What is the anticipated duration or term for each temporary position (e.g., 6 months, 12 months, or project-based through ERP implementation)?	12 months
50. Please confirm, do we need to submit a price sheet for the Vendor Requirements? If yes, can we submit the hourly rates in ranges?	All costs should be disclosed and explained. Ranges are acceptable.
51. What is the expected lead time for the vendor to provide the requested contracted staff?	Lead times will be discussed with the winning bidder.
52. The RFP notes that the work schedule for each person may fluctuate depending on the pace and phase of implementation or shifting priorities. What is the minimum guaranteed hours/time (if any) for the 50 – 100% roles (P2P Manager, Revenue Manager)?	20 hours a week.
53. Temporary staff should be available "for the duration of the implementation period". Will all temporary staff be required for the entire period (early 2026 to mid-2027), or are the staffing needs phased, with some roles ending earlier? Could BPHC provide an estimated breakdown of the expected duration for each specific role (e.g., P2P Manager, Controller, Talent Operations Coordinator)?	Candidates should be available for a minimum of 12 months.
54. P2P Manager: Requires Great Plains and Contract Management experience; ReQlogic experience is preferred. Question to Clarify:	The P2P Manager will not be involved with the implementation of Workday. This role is to support

Is experience with the specified systems (Great Plains, ReQlogic, CareLogic) still relevant given that the staff will be assisting during the implementation of the new Workday ERP system? Will the temporary staff be expected to work primarily with the legacy systems until Workday is deployed, or will they assist with data migration/reconciliation into Workday?	current operations therefore experience with these systems is required.
55. Controller: Requires Great Plains experience. Question to Clarify: What specific Great Plains modules or functions (beyond general ledger/payroll postings) will the Controller primarily be assisting with?	Controller will be primarily working with the general ledger in GP. Assist with monthly closes, account reconciliations, and financial statement preparation. This position may also include being the top-level approver on BPHC Project setups, IDC waivers, P-Card applications, Budget Amendments, Cost Transfers, etc. The position may also be given a log-in to Bank of America to request transfers, address positive pay items and approve manual checks. This position may also be asked to revise or draft some finance policies. This position will report to the CFO and the Director of Accounting.
56. Revenue Manager: Requires CareLogic Third Party Billing experience. Question to Clarify: What is the anticipated volume of third-party billing activities, Accounts Receivable invoicing, and collections that the temporary Revenue Manager will handle?	The Manager will be assisting the Revenue Director with processing monthly CareLogic billing and working with 3rd parties to process the resubmission of denials or provide missing data on previous billings. This position will help us maximize revenues. This position may also assist with invoicing and cash receipt applications.
57. Since the vendor is only supplying candidates for BPHC to hire, and BPHC will train and supervise them, is the requirement for the vendor to estimate the total hours for BPHC's tasks or the vendor's estimated hours for recruitment and screening? If it's BPHC's tasks, does BPHC have a baseline estimate for the required hours for each role that the vendor should use?	Calculations can be based on 20 hours a week for each role. The Controller may be 40 hours a week.
58. Have you ever awarded out-of-state vendors?	Yes
59. Is it mandatory to bid on all positions? Please confirm.	There is a strong preference for one vendor that can supply candidates for each position but bidding on all positions is not mandatory.
60. Is it mandatory to provide public sector experience and references for this RFP?	No
61. Is there any preference given if vendors are providing public sector experience and references? Please confirm	No
62. We are a Texas-certified MBE/WBE. Will this certification be considered toward meeting the CUBE requirements?	Yes. Certificates should be submitted with the proposal.
63. Is there a prescribed pricing structure or format that should be followed for this solicitation?	No

64. Should the pricing information be included within the stated page limit of the proposal?	Yes
65. Regarding Section “Vendor Proposal Responses” – there is no section for vendors to include cost/price proposals. Please clarify where BPHC like vendors to include this information.	Yes
66. Could BPHC clarify if there any font size restrictions for the proposal document?	Fonts should be large enough to read without difficulty.
67. Should vendors include paid time off (e.g., holidays, vacation) as part of their proposed compensation structure?	No. BPHC will pay for hours worked only based on the negotiated rate for each role as specified in the contract.
68. Are vendors expected to recruit candidates with experience in Workday implementation?	No
69. The 3 listed job titles within the Finance sector have percentages in parentheses- what do the percentages refer to?	An estimate of the amount of time each position will be needed weekly. All positions are expected to work a minimum of 20 hours, but the amount may fluctuate depending on the pace and phase of implementation.
70. The roles listed in the RFP are intended to back fill full time employees who are seconded to the ERP implementation team? Are these temporary roles full time contracted for the duration of the implementation project? Some verbiage seems to suggest that they are “on-call” roles, working only as needed depending on the needs of the project at any given stage?	Candidates should be available for a minimum of 20 hours and the Controller 40 hours a week during the implementation period. The number of hours worked may vary depending on the implementation stage.
71. Can you be more specific regarding the requirements in 3 a. “...estimated total hours required to perform each task, a description of how those hours will be allocated...”?	Describe which tasks will be performed and how many hours will be allocated to each task (recruitment and outreach, reviewing resumes, interviewing candidates etc.)
72. Could you please share the names of agencies that the BPHC recognizes for MBE, WBE, and other certifications?	SBA, MNSDC, WBENC, Disability:IN, NGLCC
73. Do you need Bios of only the Project Manager as key personnel?	Vendors determine who they consider key to the project.
74. Could you please share the evaluation points applicable to different parameters like references, company profile, approach, key personnel, pricing, and presentation?	A rubric of will be created and used to evaluate each proposal. Proposals that receive the highest scores from the review panel will be selected as finalists.
75. What are the anticipated start and end dates for the new ERP system implementation?	January 2026 – December 2026
76. Will all positions be needed for the entire duration of the implementation, or will some roles have shorter engagement periods?	All candidates are expected to be available for the duration of the implementation period. BPHC will inform the vendor if the timeline changes.
77. Can you provide a breakdown of the number of temporary staff needed by department (e.g., Finance, HR, IT)?	Finance – Three Positions Human Resources – Six Positions Information Technology Services – Two Positions
78. Are there any specific certifications or state licenses required for vendors supporting BPHC?	No

79. Can BPHC confirm whether ERP project funding is state-appropriated, federally funded, or grant-supported?	BPHC is a quasi-governmental nonprofit funded by the City of Boston.
80. Will special project codes or allocation identifiers be required on invoices?	Invoice procedures will be explained to the winning vendor(s).
81. How frequently are performance reports or analytics expected (e.g., monthly, quarterly)?	BPHC will remain in contact with the chosen vendor(s) for the duration of the implementation. The metrics and schedule for reporting will be discussed prior to the execution of the contract.
82. Can you outline the standard compliance requirements for the roles included in the RFP?	Candidates should be authorized to work in the United States. BPHC will conduct Criminal Offender Record Information (CORI) check on all candidates prior to hire.
83. Do you currently utilize a timekeeping system that can be integrated with vendor systems?	No
84. If awarded the contract, how would we work with BPHC to fill these roles? Would we have direct access to the decision-makers and coordinate the interview process with them?	BPHC will coordinate the interview process in conjunction with the vendor and decisionmakers from each of the departments with openings.
85. The RFP references CareLogic, Microsoft Dynamics GP, and ReQlogic. Can you please confirm that these are the systems that will be utilized in these roles and provide the current version and release for each?	Yes these are the primary software programs that BPHC utilizes. The ideal candidate should also have advanced skills in Excel. We currently use MS Dynamics Great Plains (GP) 2022 (version 18.5.1661), ReQlogic (version 12) and Carelogic is accessed through a portal, so we believe all customers are on the same version.
86. Are there any additional certifications, degrees, or tools that proposed resources are required to have experience with? If so, please provide those additional requirements, along with the current version or release levels where applicable.	See Question 48, 56, 57, 123, 167, 168
87. If onsite, please confirm the locations where resources would report.	1010 Massachusetts Avenue, Boston, MA 02116
88. What onboarding requirements are in place for these roles?	Onboarding procedures will be explained to candidates prior to hire.
89. If the resources we provide at the time of proposal submission are not available at the time of potential contract award could vendors replace them with equally qualified resources?	Vendors do not need to provide candidates when the proposal is submitted. Contingency planning will be discussed with the winning vendor(s).
90. Could you please provide the list of holidays?	BPHC observes all federal holidays and Patriots Day which is the third Monday in April.
91. Are there any mandated Paid Time Off, Vacation, etc.?	BPHC will pay temporary staff for hours worked only.
92. Are there any special screenings required?	BPHC will check the System for Award Management (SAM.gov) to ensure the vendor is not barred from contracting with the federal government if the vendor is registered as a federal contractor. BPHC will not do business with any barred entity.
93. Are there prospects for positions to become permanent?	All positions are temporary. Permanent positions are posted on the BPHC website.

94. Which pricing model does BPHC prefer: fixed bill rates by title, a markup on cost, or blended hourly rates?	BPHC does not have a preferred model, but all costs should be disclosed and explained.
95. Can you confirm that there are only 3 roles allocated to information technology services (ITS) department. If not, can you clarify the number of roles needed for the ITS.	Two positions: <ul style="list-style-type: none"> • Enterprise Application Administrator • Software Developer and Data Engineer
96. Are the listed roles (e.g., Controller, P2P Manager, Payroll Specialist) fully defined positions or should vendors propose their own title equivalent?	The titles are specific to BPHC. Vendor(s) should verify title changes with BPHC prior to recruitment.
97. Is there a projected volume of staffing resources (number of individual) expected per department at project initiation?	BPHC expects to fill each position prior to the start of implementation.
98. Will temporary hires be expected to support data migration, testing, or change management activities related to Workday?	Temp hires will not be involved with the implementation of Workday but perform critical tasks when BPHC employees are engaged in implementation activities.
99. Are there specific reporting tools or system integrations that temporary staff will need to use (for example, Great Plains, ReQlogic, or Power BI)?	All integrations we have were customized for BPHC, so if the candidate works on any of our monthly or weekly integrations, the candidate will need to be trained. We currently are not taking advantage of Power BI which is why we are replacing our outdated ERP.
100. For finance-related roles, does BPHC prefer candidates with public-sector accounting or nonprofit financial reporting experience?	Public sector or nonprofit experience is required.
101. For HR roles, are there union-specific HR systems or policies that temporary staff must work with (given there are 8 unions)?	Yes, each union has a CBA so they would need to be understanding of the specificities of each union. ADP is the only system we use and it is used only for payroll and recruiting management
102. Will preference be given to vendors with prior government or healthcare experience, or will overall staffing capability weigh equally?	All qualified submissions will be considered but previous experience with health or public sector clients is beneficial.
103. What is the anticipated contract period and are renewals or extensions possible beyond the ERP implementation period?	The contract will be awarded for a period of twelve months and extended if necessary. Start and end dates will be discussed with the winning vendor(s) prior to execution of the contract.
104. Is there an opportunity for vendors to submit multiple pricing options? (e.g., hourly vs. fixed-cost models)?	Yes
105. Do we need to submit the actual resume of the resources, or do you prefer sample ones?	Actual resumes are not required. Samples may be submitted with the proposal.
106. Could you please clarify whether vendors are required to provide resources for all three departments-Human Resources, Finance, and Information Technology-or if they may propose support for one or more departments based on their area of expertise?	There is a strong preference to contract with one vendor, but multiple vendors may be chosen if no single vendor can provide candidates for every position.
107. Does the Boston Public Health Commission (BPHC) prefer vendors who can provide	Yes to both questions.

staffing for all the job categories listed in the RFP, or will vendors who can cover only selected categories also be considered?	
108. Could you please clarify whether the past performance examples must include both government and public health organizations, or if they may be from either government or public health organizations?	Past experience is not limited to any sector but experience with public sector and/or health sector clients is beneficial.
109. Can the Vendor use a subcontractor's past performance to satisfy the past performance requirement outlined in the RFP?	The relationship between the contractor and subcontractor should be explained.
110. Are all roles listed under the Vendor Requirements section considered Key Personnel?	Key personnel refers to employees working for the vendor submitting the proposal.
111. We did not find a Cost Schedule template included in the RFP materials. Will a standard cost schedule be provided by BPHC at a later date?	BPHC does not have a preferred template.
112. Should vendors prepare and submit their own cost proposal format as part of the response?	Yes. Please ensure all costs are disclosed and explained.
113. The RFP does not specify any particular formatting guidelines. Could BPHC please confirm whether there are any required standards for font type, size, spacing, or margins for the proposal submission?	There are no formatting guidelines, but fonts should be standard and large enough to read with ease.
114. Please confirm does the BPHC evaluated the proposal by category (e.g., administrative, IT, healthcare) or as a single combined response?	One combined proposal for every category the vendor is bidding on should be submitted.
115. Will this proposal be awarded to the lowest bidders?	Overall cost is one consideration, but other factors such as expertise, experience, and approach will also influence the decision.
116. Will the Firms with Prior Experience with BPHC receive any Preference or advantage over others?	All qualified proposals will be evaluated. Bidders do not receive an advantage because of a current or previous relationship with BPHC.
117. What will be the Working hours for each position?	Monday – Friday, 9 AM – 5 PM
118. Can only Certified Underrepresented Businesses bid on this RFP? Is there any mandatory goal for participation?	This opportunity is not restricted to Certified Underrepresented Business Entities (CUBE)s. There are no mandatory goals.
119. Is a local office required?	No
120. What are the specific key performance indicators or detailed task lists associated with each identified role (Finance, HR, ITS) beyond the general responsibilities described, to ensure the vendor supplies the most qualified candidates?	Work history and experience with the systems cited in the RFP.
121. Given that temporary staff are expected to be available for the duration of the implementation period (anticipated to finish in calendar year 2027), is there a guaranteed	Candidates should be available for a minimum of twelve months

minimum engagement duration for staff BPHC selects?	
122. Is Workday experience (HCM and FIN modules are being implemented) preferred or required for any of the temporary roles, especially those assisting departments that will transition to using Workday?	For these FIN roles no Workday experience is required. These roles are solely to backfill existing position so that out staff has time to work with software implementors to design and configure the new ERP system. It is preferable that they have ADP and Workday experience for the HR roles. However, having ADP experience is required specifically for payroll and talent acquisition.
123. BPHC will consider and encourage Certified Underrepresented Businesses Enterprises (CUBE) to apply. Does BPHC assign a specific point value or weighting preference in the RFP Response Evaluations for vendors who possess CUBE status or commit to utilizing CUBE subcontractors?	Certification is assigned a value as part of the evaluation process, but all qualified vendors will be considered.
124. Is this for Temporary staffing contract or direct hire related contract?	Temporary
125. We are NMSDC certified MBE, are we eligible to show this certification for CUBE Participation?	Yes
126. If the actual workload deviates significantly from the estimated total hours required submitted in the vendor's Staffing Plan, particularly if BPHC requires fewer hours due to implementation delays or shifting priorities, how will BPHC reconcile the vendor's proposed rates charged for the services against the actual diminished workload?	BPHC will address contingencies and payment procedures with the vendor(s) prior to the execution of the contract.
127. Are there any turn around time expectations by BPHC?	The goal is to fill each position prior to the start of the implementation.
128. Please clarify is we need to provide past performance profiles from the clients or just references?	A brief description of the work performed for the client is sufficient.
129. What is the tentative start date of this engagement?	BPHC expects to award the contract before the end of 2025, but the start date will be discussed with the winning vendor(s).
130. What is the average response time after a candidate is submitted to provide feedback on the candidate?	BPHC will review candidates and provide timely feedback.
131. Which position is required the most?	All positions are essential.
132. In case of multiple awards, what shall be the process of sharing requirements?	The contract will specify the responsibilities of each vendor if multiple vendors are chosen.
133. What is the minimum wage that needs to be provided to the temporary employees?	BPHC follows the City of Boston's Living Wage Ordinance. Contracts of \$25,000 or more are required to pay a Living Wage of \$18.78. The Living Wage is adjusted every July.
134. Does the BPHC require certificate of insurance after award?	Yes

135. Will local vendors be provided additional points in evaluation?	Vendors do not receive points based on location.
136. Is it anticipated that additional positions may be required during the course of the contract beyond those currently listed in the RFP?	No additional positions are anticipated.
137. It is an industry best practice to award this type of temporary staffing support to multiple vendors, giving BPHC more options when it makes planned or emergent resource requests and a higher chance for the timely staffing of resources who meet BPHC's needs. Will that be BPHC's approach for this award?	Multiple contracts may be awarded if no single vendor is able to fill every position but there is a strong preference to contract with one vendor.
138. In the RFP instructions, BPHC did not request that vendors provide a rate card. Can BPHC confirm it does not need a rate card in the requested proposal?	Rate cards may be included but all costs should be disclosed and explained.
139. Does BPHC have a preference for the pricing model on this engagement (e.g., time and material, milestone- or service-delivered based, firm fixed price)? If the answer is role-dependent (e.g., T&M for one role, FFP for another), could BPHC share that further detail on its preferences?	BPHC does not have a preferred model.
140. Can BPHC share current roles' full position descriptions with minimum years of experience? This will help ensure the proposed staffing plan, including estimated total hours to perform tasks, description of how hours will be allocated, definition of a Manager versus a Specialist role candidate, etc., aligns with BPHC expectations.	See Question 48, 56, 57, 123, 167,168
141. Where the roles are expected to be consistently part-time and it would not diminish the ability to meet role responsibilities, would BPHC be open to single individuals filling multiple roles?	Each position is unique and expected to be filled by different candidates. The hours worked may fluctuate.
142. Can BPHC share current roles' full position descriptions with minimum years of experience? This will help ensure the proposed staffing plan, including estimated total hours to perform tasks, description of how hours will be allocated, definition of a Manager versus a Specialist role candidate, etc., aligns with BPHC expectations.	More information will be shared with the winning vendor(s). A minimum of 20 hours a week is anticipated. The controller position may be full-time.
143. Where the roles are expected to be consistently part-time, can BPHC confirm there will be no exclusionary rights that would prevent the resources staffed in those roles to work for other, non-BPHC organizations? When would BPHC expect to select and start onboarding the temporary	Temporary hires will not be restricted from working other assignments for other organizations. BPHC expects to fill each role prior to the start of implementation in January. Onboarding will be discussed with the winning vendor(s).

staff resources to these roles, so they are fully in place to support BPHC operations and enable BPHC leadership to focus on their implementation responsibilities starting in January 2026?	
144. With the decision being made on the chosen vendor late Nov, and the holidays in view - will BPHC Staff want to interview resources with an eye on a January start, or will it be completely up to us as vendors to staff the team?	BPHC will finalize the timeline with the chosen vendor after contract is awarded.
145. Our Enterprise offers three delivery models: <ul style="list-style-type: none"> a. Traditional staffing b. Full Time Engagement Professionals (FTEP, who are full time [Name Removed] employees assigned exclusively to this effort for the entire duration) c. Managed Business Solutions (MBS). Each delivery model provides a different level of engagement support which organizations have found suitable throughout their ERP implementation journey. Would you be open to discussing which model might be the best fit for your needs? Alternatively, would you be open to us presenting all three models in the RFP response?	Vendors may submit different options for BPHC to consider.
146. Will positions be onboarded in stages or all at once?	Onboarding will be discussed with the winning vendor(s) after candidates are hired.
147. BPHC provided the expected % full-time employee for the Finance roles (i.e., 50-100%). Can BPHC confirm that the HR and ITS roles will be full-time or the expected % if part-time?	Part-time or 20 hours.
148. Do vendors need to be under contract with the City or Commonwealth to Qualify?	No
149. On the Workday side of things - is it beneficial to know how we could provide short term, lower cost resources to support you beyond the initial Workday implementation?	The focus of this request is the implementation of Workday.
150. What is the desired pricing model (e.g., fully burdened hourly rates per role, a fixed markup on wages)? Should we include proposed bill rates for each of the 10 specified roles in our proposal?	BPHC does not have a preferred model. All costs should be disclosed and explained.
151. Would the Commission like to utilize the MHEC contract vehicle for this engagement?	BPHC will utilize its own standard contract.
152. What do you value the most when choosing a partner? (e.g. budget, retention, expertise, other)	Multiple factors are considered when awarding contracts. No factor is given more weight than another.

153. For roles listed with a percentage range (e.g., P2P Manager 50-100%), are these guaranteed minimum hours? Is BPHC seeking one temporary position per role or multiple openings?	Yes. One candidate per position.
154. Are there any mandatory forms, certifications, or disclosures (e.g., W-9, non-collusion affidavit) that must be submitted with the PDF proposal?	There are no mandatory forms that must be included with the proposal.
155. Could BPHC provide a sample draft of the contract that the successful Vendor will be expected to sign?	A sample of the BPHC Standard Contract is included.
156. Could you clarify if there is any certificate that is needed to be submitted at the time of submission of proposal or after award?	Certificates will be verified after the contract is awarded but may be included in the proposal.
157. What are the minimum insurance requirements (types and limits) the awarded Vendor will be required to carry?	Insurance requirements are explained in Article VI of the BPHC Standard Contract.
158. Please confirm that the RFP document released on October 6, 2025, is the complete and only document for preparing a proposal.	No other documents were released. All information required to prepare a response is contained in the RFP.
159. Please confirm whether BPHC foresees any job titles required to fulfill this solicitation will fall under the Prevailing Wage Act, and if so, what is the prevailing wage for each title covered?	BPHC adheres to the City of Boston Living Wage Ordinance. Contracts valued at \$25,000 or more must pay a Living Wage of \$18.78. The Living Wage is adjusted every July.
160. Will BPHC require any clearances? (E.g. background checks, references, drug or medical screenings) If so, would BPHC prefer we include the cost of background checks into our bill rates (which may lead to overestimated costs which may mean BPHC is paying for costs not actually expended), or to bill as a separate line item as a pass-through cost with no mark-up?	BPHC will conduct a Criminal Offender Record Information (CORI) check on all candidates prior to hire.
161. We believe we would be overcharging BPHC if we included potential sick leave costs in our bill rates as we would need to estimate on the high side to cover potential costs. We request BPHC adopt the same policy adopted by many of our other government clients who allow us to bill for eligible sick leave as if the employee worked that day, so BPHC is only paying for time used. Will BPHC agree to this approach?	BPHC will pay temporary hires for hours worked only.
162. Multiple roles, including P2P manager, revenue manager, and controller, list percentages. Are we to assume this is related to the hours per week they will be working? For example, is 50 percent 20 hours per week?	Yes.

163. Are there any educational requirements for the P2P Manager and Revenue Manager?	See answers to Question 48.
164. Is there a minimum number of years of experience required for the Finance positions?	See answer to Question 48.
165. Beyond Workday, are there any other software programs that candidates for the Finance positions are expected to know?	Advanced Excel Skills.
166. Are there any educational requirements for the Human Resources positions?	Experience in HR specialties is best – if they have SHRM
167. Beyond Workday, are there any other software programs that candidates for the Human Resources positions are expected to know?	ADP would be helpful.
168. For the Human Resources payroll positions, how frequently is payroll processed, and approximately how many employees does it cover?	Weekly, roughly 1400+.
169. Will the ITS temporary staff have any integration or coordination responsibilities with the Workday implementation vendor?	No
170. 362. Will temporary personnel report directly to BPHC department managers, or is vendor oversight expected?	Temporary hires will be supervised by BPHC.
171. Is there an anticipated budget range or not-to-exceed amount for this temporary staffing engagement?	No



**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 **SAMPLE - DO NOT COMPLETE**

(“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:

SAMPLE - DO NOT COMPLETE

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):

INFORMATION ONLY

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 (including language), 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. Contractor shall respond to discrimination complaints and/or refer complaints to an appropriate agency for resolution. Contractor shall notify the BPHC General Counsel in writing of any information alleging a violation of civil rights resulting from the work performed in the fulfillment of this contract within ten days of the allegation or complaint being made.

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 waiver of these grant requirements by BPHC shall not prejudice BPHC's right to strictly require compliance with this section at any time during the life of this Contract. BPHC shall supply a copy of the applicable Notice of Grant Award with any provisions applicable to Contractor upon request.

h) BPHC will not purchase goods or allow services from a Contractor who is currently disbarred 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 disbarred or suspended from federal contracting. If Contractor is disbarred 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 disbarred 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 M.G.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.

CONTRACTOR

Signature: _____



Printed Name: _____

Title: _____

Date: _____

BOSTON PUBLIC HEALTH COMMISSION

Approved as to Form – Office of the General Counsel

Signature: _____

Printed Name: _____

Date: _____

Approved - Administration and Finance / Executive Office

Signature: _____

Printed Name: _____

Date: _____