

**Administration
Information & Technology Service**



**BOSTON PUBLIC HEALTH COMMISSION
REQUEST FOR PROPOSALS (RFP)
No. ITS-001-24**

Alation Data Governance Tool

September 13, 2024

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

ADVERTISEMENT

BOSTON PUBLIC HEALTH COMMISSION
INFORMATION TECHNOLOGY SERVICES

ALATION DATA GOVERNANCE TOOL
Project No. ITS-001-24

INVITATION TO INTERESTED, RESPONSIBLE, AND COMPETENT PERSONS OR FIRMS
ENGAGED AS ALATION AUTHORIZED RESELLER/CONSULTANTS TO APPLY AND RESPOND
TO A REQUEST FOR BID FOR THE BOSTON PUBLIC HEALTH COMMISSION

The Boston Public Health Commission's, Information Technology Services Department invites competent persons, consultants, firms, or corporations to apply for a request for proposal for the Alation Data Governance tool and to perform such work in coordination with BPHC Officials.

Copies of the Request for Proposal (RFP) may be obtained online at [Bids and RFPs | Boston.gov](#) on or after September 13, 2024.

APPLICATIONS MUST BE EMAILED TO ITSRFP@bphc.org with the subject: **RFP For Alation Data Governance tool**".

Submission for such work will be accepted until 5:00 PM EST on October 15th, 2024.
LATE PROPOSALS WILL NOT BE ACCEPTED.

RFP INFORMATION	
Contact:	Preeti Kumar, Director of Data Modernization
Email Addresses:	ITSRFP@bphc.org & RFR@bphc.org
Submittal Date	October 15 th , 2024

PLEASE SUBMIT ALL CORRESPONDENCE AND PROPOSALS
VIA E-MAIL DIRECTLY TO THE PROCUREMENT CONTACT LISTED
ABOVE AND INCLUDE "RFP FOR ALATION DATA GOVERNANCE TOOL"
IN THE SUBJECT LINE

Request for Proposal Timeline	
Friday, September 13, 2024	Publication of RFP printed in The Boston Globe
Friday, September 13, 2024	Request for Proposal with instructions available online at boston.gov/bids
Friday, September 20, 2024	Questions concerning RFP due via email by 5:00 PM EST to ITSRFP@bphc.org & RFR@bphc.org Subject: Question for RFP Alation Data Governance Tool
Monday, September 23, 2024	Responses to questions will be posted in an addendum on Bids and RFPs Boston.gov
Tuesday, October 15, 2024	RFP due by 5:00 PM EST – Submit one proposal signed and email in a PDF file to RFR@bphc.org NO EXCEPTIONS TO THIS DEADLINE
Friday, October 25, 2024	Notification of Decision desired date to award however, BPHC has the discretion to extend this time period without notice to the proposers. All proposals shall remain valid and open for a period of one hundred twenty (120) days from the proposal submission date unless a proposer notifies BPHC of its withdrawal.

Table of Contents

SECTION 1 – INTRODUCTION6

SECTION 2 – INSTRUCTIONS TO RESPONDERS.....6

SECTION 3 – PROJECT INFORMATION.....7

SECTION 4 – VENDOR RESPONSE9

SECTION 5 – COST PROPOSAL10

SECTION 6 – RESPONDER CERTIFICATIONS.....12

SECTION 1 – INTRODUCTION

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. The Information Technology Services (ITS) is responsible for maintaining the Alation Data Governance Software tool and is hosted on the Alation Cloud Services. Alation is a data intelligence platform that specializes in data governance, data cataloging, and data stewardship. The tool is going to help, manage, secure, and derive value from their data assets while ensuring compliance with internal and external regulations to BPHC. The main key features of Alation Data Governance tool are to automatically catalog the data across the enterprise, making it easily searchable and accessible. This helps users find the right data quickly, improving efficiency and data utilization. Alation provides detailed data lineage, showing the origin and transformation of data as it moves through various systems. This is crucial for understanding data flow and ensuring data integrity. The tool can automatically detect and alert users to policy violations. Through machine learning, Alation can automatically extract and manage metadata, which helps in the BPHC and governance of large datasets without requiring extensive manual input. Alation tracks and analyzes user interactions with data, providing insights into how data is used and helping to improve data governance practices over time.

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>.

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.

SECTION 2 – INSTRUCTIONS TO RESPONDERS

Steps for Completing Your Response

Follow the steps below to complete your response to this RFP:

- Step 1: Read the solicitation document and ask questions, if any
- Step 2: Write your response
- Step 3: Sign and submit your response

Incomplete Submittals

A proposal must be submitted along with any required additional documents. Incomplete proposals that materially deviate from the required format and content may be rejected.

STEP 1 – READ THE SOLICITATION DOCUMENT & ASK QUESTIONS, IF ANY

How to Ask Questions

The Information Technology Services contact email address for questions is: Email: ITSRFP@bphc.org & RFR@bphc.org

Questions must be emailed to ITSRFP@bphc.org & RFR@bphc.org

by Friday, September 20, 2024, 5:00 PM EST.

Other personnel are not authorized to answer questions regarding this RFP.

STEP 2 – WRITE YOUR RESPONSE

Request for Proposals

The RFP starts in Section 3. Insert your response to the questions as asked or provide content as requested.

By signing this response, your firm is making a legal, binding offer for a contract to provide services to the Boston Public Health Commission.

STEP 3 – SIGN & SUBMIT YOUR RESPONSE

Where to Send Your Response

Email your proposals to RFR@bphc.org

Fax responses will not be accepted. All costs incurred in responding to this RFP will be borne by the Responder.

Response Submission Deadline

Responders should email their responses. Emailed responses must be received no later than 5:00 p.m., Eastern Time, Friday, October 15th, 2024. Emailed responses must be received by the same date and time at: ITSRFP@bphc.org & RFR@bphc.org

SECTION 3 – PROJECT INFORMATION

A. Description of Project

Boston Public Health Commission (BPHC) requests for proposals to help in implementing the

Data Governance tool. Currently data is scattered across multiple systems, making it difficult to locate, access, and utilize effectively. Employees are spending a significant amount of time searching for the right data, which slows down decision-making processes. There is no way to understand the origin and transformation of data which is crucial for compliance, auditing, and analysis. Alation Data Governance tool will provide detailed data lineage tracking, offering visibility into the data's journey from source to destination. Alation centralizes data cataloging, providing a single source of truth where users can easily discover, understand, and access data across BPHC.

B. Scope of Work

The objective of this project is to provide BPHC the Alation Data Governance tool with Software as a Service (SaaS) services that includes the license and professional services of Alation Data Governance tool. BPHC seeks assistance with an approach that includes the following steps:

1. Assist and oversee advanced project planning by leading our team through all implementation and rollout phases including inception, go-live, and continuing adoption
2. Installation of Alation Data Governance Tool into cloud platform (Up to 500K objects, including unlimited connectors (supported under the Alation support matrix), Viewers, integrated data governance application standard governance and security
3. Alation Cloud Subscription with 35 Creator named users (Generate content, Steward, Query and Administer)
4. Provide Alation Implementation Professional Services that includes providing training to teams, guidelines for governance, stewardship and data management, communication and training plans.
5. After full implementation BPHC should receive a fully trained team, a growing community of users, and a clear plan for expansion and adoption

Responders are encouraged to propose additional tasks or activities if they will substantially improve the results of the project. These items must be separated from the required items on the Cost Proposal (See Section 4).

The responders will work closely with BPHC Information Technology Services staff during the entire implementation process

On-site project activities will occur primarily at:

Boston Public Health Commission
1010 Massachusetts Avenue, 6th Floor

Boston, MA 02118

C. Minimum Qualifications Required

The Responder must have a subscription and a team for the implementation of Alation Data Governance tool.

D. Desired Skills

BPHC desires a Responder with in-depth knowledge of Alation Data Governance, Data Intelligence platform tool.

E. Response Evaluation

Responses will first be reviewed to confirm compliance with the minimum qualifications identified above. Responses that meet all the minimum qualifications will be further evaluated in accordance with the following:

Factors	Percentage
Qualifications	20%
Approach to Project	10%
Cost *	70%

*Proposals will be evaluated on “best value”. The cost proposal will not be opened by the review committee until after the qualification points are awarded.

All responses received by the deadline will be evaluated by representatives of the Boston Public Health Commission. Proposals will first be reviewed for responsiveness to determine if the minimum requirements have been met.

Proposals that fail to meet minimum requirements will not advance to the next phase of the evaluation. BPHC reserves the right, based on the scores of the proposals, to create a short-listing of vendors who have received the highest scores to interview, or conduct demonstrations/presentations. BPHC reserves the right to seek the best and final offers from one or more Responders.

SECTION 4 – VENDOR RESPONSE

INSTRUCTIONS: Fill in the information requested below.

1. Responder Contact Information

Company's Full Legal Name:	
Business Address:	
Contact Person's Name:	
Telephone Number:	
E-Mail Address	

2. Qualifications

Describe the company background. Detail the experience and qualifications of all personnel proposed to work on the project.

3. Approach to Project

Describe your overall approach to do the work. How will you accomplish the goals of the project? Who will do the work, titles and years of experience. How many people will be assigned to this project? What do you see as the timelines and final deliverables?

4. Alterations or Additions to the BPHC Terms & Conditions

If you wish to take an exception to the BPHC's Terms and Conditions (see Section 5), please indicate that below and attach any appropriate documentation.

- None
- See attached document detailing proposed alterations and/or additions to the BPHC's terms and conditions.

SECTION 5 – COST PROPOSAL

Follow the instructions below when completing your Cost Proposal.

Responder must submit a cost proposal that details a list of all deliverables and a corresponding cost for the performance of each deliverable. Detail the number of hours estimated to complete each deliverable and all hourly rates utilized and calculate the total of each deliverable.

Cost Proposal

	Deliverable/Description	Hours	Rate	Total
1	Cloud Subscription - Deluxe - Object Based Up to 500K objects, including unlimited connectors (supported under the Alation support matrix), Viewers, and standard governance and Security			
2	Cloud Subscription - Object Based – 35 Named User – Creator (Generate content, Steward, Query and Administer)			
3	PS Right Start Standard (ACS) Alation implementation Professional Services			
	TOTALS			

Responders may propose additional tasks or activities if they will substantially improve the results of this contract. Describe additional work and list hours/fees.

Optional Cost Proposal

	Deliverable/Description	Hours	Rate	Total
1	<i>Other (describe)</i>			
2				
3				
	TOTALS			

SECTION 6 – RESPONDER CERTIFICATIONS

The responder must check each box to certify the conditions required under this RFP. Please note that some certifications may require the submission of additional information. Sign below to finalize the response.

A. Required

- I have read and am aware of the **Boston Public Health Commission Standard terms and conditions**, which are attached to this RFP
- I have read and am aware of the **BPHC’s standard contract terms and conditions**
- Non-collusion Affirmation.** I certify
 - That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation).
 - That the proposal submitted in response to the RFP has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding, or planned common course of action with, any other Responder of materials, supplies, equipment, or services described in the RFP, designed to limit fair and open competition.
 - That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals.
- That I am fully informed regarding the accuracy of the statements made in the proposal.

By signing here, I warrant that the information provided in this proposal is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from contract award and may subject me/my company to suspension or debarment proceedings, as well as other remedies available to the State, by law.

Signature

Title

Date



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

Part 2 – IDENTIFICATION OF CONTRACTOR

Bureau Name:

Contractor Name:

Program Name:

Payee Name if different from Contractor Name:

Requestor:

Contact Name:

Phone:

Street Address:

Email:

City: State: Zip code:

Good/Services(s) Requested:

Email:

Service Location(s):

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 (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 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.

CONTRACTOR

Signature:

[Signature box]

Printed Name: _____

Title: _____

Date: _____

BOSTON PUBLIC HEALTH COMMISSION

Approved as to Form – Office of the General Counsel

Signature:

[Signature box]

Printed Name: _____

Date: _____

Approved - Administration and Finance / Executive Office

Signature:

[Signature box]

Printed Name: _____

Date: _____



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

All City of Boston departments awarding service contracts must provide vendors responding to Invitation for Bids (IFB), Request for Proposals (RFP) and unadvertised contracts with a copy of this notice.

- 1. COVERED VENDOR:** Any for-profit or not-for-profit employer who employs at least 25 full-time equivalents (FTEs) and who has been awarded a service contract of \$25,000 or more from the City of Boston must comply with the provisions of the Boston Jobs, Living Wage, and Prevailing Wage Ordinance. FTE is defined in the ordinance as a formula to calculate the number of employee work hours which equal one full-time position. For the purposes of this ordinance, full-time shall mean the standard number of working hours, between 35 hours and 40 hours per week that is used by the covered vendor to determine full-time employment.
- 2. COVERED SUBCONTRACTOR:** Any subcontractor, who is awarded a subcontract of \$25,000 or more from a Covered Vendor and the subcontract is paid from the funds of the City of Boston service contract, is also a Covered Vendor and must comply with the provisions of the Boston Jobs, Living Wage, and Prevailing Wage Ordinance.
- 3. AFFIDAVIT AND AGREEMENT REQUIRED:** All vendors proceeding with IFBs, RFPs or Unadvertised Contracts must file a Vendors Living Wage Affidavit (Form LW-8). At the time a Covered Vendor is awarded a service contract or signs an unadvertised service contract with the City of Boston, the Covered Vendor must execute and file a Covered Vendors Living Wage Agreement (Form LW-2).
- 4. PAYMENT OF LIVING WAGE:** Covered Vendors subject to the ordinance must pay the living wage to all their employees who expend time on a covered service contract or covered service subcontract. The living wage is subject to an annual adjustment each July 1st. On July 1, 2023, the living wage will rise to \$17.55/hr.
- 5. MAINTENANCE OF PAYROLL RECORDS:** Each Covered Vendor shall maintain payrolls for all Covered Employees and basic records relating thereto for a period of three years. The records shall contain the name and address of each employee, job title and classification, number of hours worked each day, gross wages, deductions made, actual wages paid, a copy of the social security returns, and evidence of payment thereof, a record of fringe benefit payments including contributions to approved plans, funds or programs and/or additional cash payments, and such other data as may be required by the Office of Labor Compliance and Worker Protections from time to time.
- 6. EXAMINATION OF PAYROLL RECORDS:** Each Covered Vendor shall permit the Living Wage Administrator or his/her designee to observe work being performed upon the work site, to interview employees and to examine the books and records relating to the payrolls being investigated.
- 7. COVERED EMPLOYEE FACT SHEET (FORM LW-4) AND POSTER:** All Covered Vendors shall provide each Covered Employee with a Covered Employee Living Wage Fact Sheet (Form LW-4) containing information about the ordinance. In addition, all Covered Vendors shall hang a poster containing

CITY of BOSTON

information about the ordinance in a conspicuous location visible to all employees. The Living Wage Administrator shall provide the fact sheet and poster to Covered Vendors.

8. **QUARTERLY AND BIENNIAL REPORTS (FORMS LW-9, LW-9A):** Covered Vendors shall provide quarterly or biannual reports to the Living Wage Administrator of their employment activities. Not-for-profit vendors with 50 or more FTEs and all for-profit vendors shall be required to provide such reports quarterly. Not-for-profit vendors with less than 50 FTEs shall be required to provide such reports biannually. If you do not receive a reporting form, contact the Office of Labor Compliance and Worker Protections at (617) 918-5236 or visit <https://content.boston.gov/worker-empowerment/living-wage-division> to download the appropriate form.
9. **EARNED INCOME TAX CREDIT:** Certain employees who earn less than \$60,000 per year may be eligible for a federal and/or state tax credit called the Earned Income Tax Credit (EITC). Your payroll clerk is required to keep on hand the appropriate Internal Revenue Service forms (Form W-5), information, and instructions in the event any of your employees requests assistance in claiming these tax credits.
10. **PENALTIES AND REMEDIES:** In the event the Office of Labor Compliance and Worker Protections determines, after notice and hearing, that any Covered Vendor has failed to pay the living wage or has otherwise violated the provisions of the ordinance, the office may order any or all of the following penalties and relief:
 - Fines in the amount of \$300 for each Covered Employee for each day that the Covered Vendor is in violation of of this ordinance;
 - The filing of a complaint with the pertinent state or federal agency;
 - Wage restitution for each each affected employee;
 - Suspension of ongoing contracts and subcontract payments; and
 - Ineligibility for future contracts with the City for three years or until all penalties and restitution have been paid in full.
 - Any other action deemed appropriate and with the discretion and authority of thee City,
 - None of the above remedies is intended to be exclusive or a prerequisite for asserting a claim for relief to enforce the right granted under the ordinance in a court of law. The ordinance shall not be construed to limit an employee's right to initiate a court action for wrongful termination.
11. **FIRST SOURCE HIRING AGREEMENT (FORM LW-10):** All Covered Vendors who are awarded a covered service contract or covered service subcontract shall sign a First Source Hiring Agreement (Form LW-10) with one or more referral agencies or One-Stop Career Centers.
12. **DESIGNATED DEPARTMENT:** 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 this ordinance. The "contracting department" is the agency awarding the service contract. The Office of Labor Compliance and Worker Protections is located at 43 Hawkins Street, Boston, MA 02114, telephone: (617) 918-5236. 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 .
13. **REGULATIONS:** The Boston Jobs, Living Wage, and Prevailing Wage Regulations are available during normal business hours at the Office of Labor Compliance and Worker Protections.

THIS FORM APPROVED AS TO FORM BY CORPORATION COUNSEL 2 JUNE 2000