The Boston Public Health Commission (BPHC) is the local public health department for the City of Boston. Public service and access to quality healthcare is the cornerstone of our mission - to protect, preserve, and promote the health and well-being of all Boston residents, particularly the most vulnerable.

May 12, 2016
RFP TIMELINE

5/12/16 & 5/19/16  Publication of RFP printed in The Boston Globe

5/12/16  Request for Proposal and instructions available for pick up at The Boston Public Health Commission located at 1010 Massachusetts Avenue, 2nd Floor, Boston, MA, 02118. The RFP is also available online at www.bphc.org WorkingwithUs/RFP’s

5/26/16  **PROPOSALS DUE by 4:00 PM** – Please submit one (1) original and two (2) copies in a sealed envelope or box, properly addressed to: Rachel Rifkin, Office of Public Health Preparedness, Boston Public Health Commission, 785 Albany Street, Boston MA 02118.  **Clearly mark each envelope with: 1) name of the bid; 2) the name of Awarding Authority; 3) company name, business address 4) “BID ENCLOSED”.

**THERE ARE NO EXCEPTIONS TO THIS DEADLINE.**

**RULE OF AWARD:**
The Contract will be awarded to the Lowest Responsible and Responsive Bidder meeting all requirements of the bid.

05/31/2016  **NOTIFICATION OF AWARD**
THIS IS THE DESIRED DATE FOR NOTIFICATION OF AWARD, BUT 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 AND TWENTY (120) DAYS FROM THE PROPOSAL SUBMISSION DATE, UNLESS A PROPOSER NOTIFIES BPHC THAT IT IS WITHDRAWING ITS PROPOSAL.
<table>
<thead>
<tr>
<th>TABLE OF CONTENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SECTION I</strong></td>
</tr>
<tr>
<td>Introduction</td>
</tr>
<tr>
<td>Instruction to Bidders</td>
</tr>
<tr>
<td>Bid Preparation Instructions</td>
</tr>
<tr>
<td><strong>SECTION II</strong></td>
</tr>
<tr>
<td>Scope of Service</td>
</tr>
<tr>
<td>Vendor Qualifications</td>
</tr>
<tr>
<td>Evaluation Criteria</td>
</tr>
<tr>
<td>Cost of Service</td>
</tr>
<tr>
<td>Fiscal Rules</td>
</tr>
<tr>
<td><strong>SECTION III</strong></td>
</tr>
<tr>
<td>Requirements</td>
</tr>
<tr>
<td>BPHC Contract Information</td>
</tr>
<tr>
<td>Pre Submission Checklist</td>
</tr>
<tr>
<td><strong>SECTION IV</strong></td>
</tr>
<tr>
<td>Cover Page</td>
</tr>
<tr>
<td>Business Profile</td>
</tr>
<tr>
<td>Boston Living Wage Forms</td>
</tr>
<tr>
<td>BPHC Standard Contract</td>
</tr>
<tr>
<td>Certificate of Authority</td>
</tr>
<tr>
<td>Certificate of Non-Collusion</td>
</tr>
<tr>
<td>CORI Affidavit</td>
</tr>
<tr>
<td>HIPAA Business Associate Agreement</td>
</tr>
<tr>
<td>Tax Identification Certificate</td>
</tr>
</tbody>
</table>
SECTION I

INTRODUCTION

This RFP packet is organized in a manner intended to facilitate the application process.

Section I contains Instructions to Bidders and the Bid Preparation Instructions for the applicant.

Section II contains Scope of Work for the project, Vendor Qualifications, Evaluation Criteria, Cost of Service and Fiscal Rules.

Section III contains the RFP Requirements and Proposal Checklist.

Section IV contains Applicant’s Attachments and BPHC Attachments.

INSTRUCTION TO BIDDERS

1.01 Bidding Documents

A. Instructions to Bidders: Contains important information about the proposal procedures and is intended to provide guidance and assistance to bidders. The “Instruction to Bidders” does not change or supersede the provisions of any other sections or provisions of Law or the Contract Documents/Specifications. The “Instruction to Bidders” is not part of the Contract Documents/Specifications. Interested bidders may obtain up to two copies at no cost.

1.02 Proposal Requirements

A. Documents Examination: Each bidder shall thoroughly examine the Contract Documents/Specifications and the proposal documents. Failure to make such examinations will not relieve the bidder from any obligation under the bidder’s proposal as submitted, nor shall it serve as the basis for change orders or equitable adjustments.

   1. Conflicts or Confusion: clarification should be requested in all cases of apparent conflict or confusion to the Contract Documents/Specifications. In cases of conflict or confusion where the Bidder did not request clarification prior to submitting proposal, interpret the Contract Documents/Specifications to require the greater quantity, higher quality, most restrictive, and most expensive of the possible interpretations.

B. Applicable Laws: All bids are subject to all applicable provisions of law.

1.03 Preparation and Submission Of Proposals

A. Completion of Forms: Use only the forms furnished with the proposal documents by the Boston Public Health Commission. Do not alter forms. Do not include any recapitulations of the proposed work. Do not provide any information not requested. Do not strike out, line out, write-out or erase any information. Proposals which do not include all forms completely filled out will not be evaluated.

B. Blanks: Complete all spaces provided. Do not leave any blanks. Include “N/A” in any space not needed or used.

C. Proposal Withdrawal: May be withdrawn in writing by mail, fax, or email prior to date and
time of proposal opening. Withdrawn proposals may be resubmitted until date and time of proposal opening.

1. **Email Request:** shall have letter attached on company letterhead with the Bidders signature.

2. **Mail Written Request:** shall be in writing on company letterhead and shall be post-marked on or before the date and time of proposal opening.

3. **Fax Written Request:** shall be in writing on company letterhead and shall be received by the Authority on or before the date and time of proposal opening.

### 1.04 Tax Exemption

A. Sales tax shall not be included. The Boston Public Health Commission is exempt from payment of Massachusetts Sales Tax

### 1.05 Contract Period

A. Services are expected to be performed by the Service Provider on or about June 6, 2016 to on or about June 30, 2017 (“Initial Term”) with the option to extend the contract on an annual basis for one-year option terms under the same terms and conditions and same compensation cost for each option term. The decision to exercise the option terms will be at the BPHC’s sole discretion.

### 1.06 Contract Award

A. **Award:** The Contract will be awarded within (20) twenty days after receipt of bids (Saturdays, Sundays and legal Holidays excluded) to the Lowest Responsible and Responsive Proposal.” No proposal shall be considered until BPHC has issued a written Notice of Award sent by email or mail to the address given by the successful bidder.

B. **Proposals May Be Rejected:** The BPHC reserves the right to waive informalities in any or all proposals; to reject any or all bids; to revise the Contract Documents and re-bid, if it is in the public’s interest to do so.

C. The “Lowest Responsible and Responsive Proposal” shall mean the proposal that best meets the requirements referenced in Section III set forth in this solicitation, and offers the lowest price.

D. The contract resulting from this RFP is formed when BPHC approves and signs the applicable Standard Contract. Service shall than begin on the date of the contract start date agree upon.
1. In writing the proposal, provide a description of how the requirements can be met as set forth in the Scope of Services listed in the RFP including the Cost of Services (page 15) to indicate pricing.

2. The proposal must be typed and the font should be 12 or larger. A clear and concise bid is requested. Carefully proofread the bid before submission. Proposals shall be entitled:

   Emergency Tracking System

3. Do not bind proposals. Submit the following; one (1) original, signed in blue ink, two (2) additional copies including appendix, numbered and unbound (one-sided for ease of copying).

4. Review and sign the PRE SUBMISSION CHECKLIST (page 18) which contains all information required in the RFP to ensure inclusion of all requested information and forms.

5. Deliver the proposal in a sealed envelope or box, by 4:00pm, on Thursday, May 26, 2016 to;

   Rachel Rifkin  
   Boston Public Health Commission  
   Office of Public Health Preparedness  
   785 Albany Street  
   Boston, MA 02118

   ALL PROPOSALS MUST BE RECEIVED BY 4:00PM ON MAY 26, 2016.  
   FAX OR EMAIL PROPOSALS WILL NOT BE ACCEPTED.

The responsibility for submitting a response to this proposal to the Boston Public Health Commission on or before the stated time and date will be solely and strictly the responsibility of the applicant organization. The Boston Public Health Commission will in no way be responsible for delays caused by the United States Mail service or caused by any other occurrence.
SECTION II

SCOPE OF SERVICE

Introduction

The Boston Public Health Commission (BPHC), through its Office of Public Health Preparedness, (hereinafter referred to as “OPHP”, “Department” or “Commission”) hereby requests bids by qualified respondents (hereinafter, “respondent”, “vendor”, or “contractor”), for the provision of an Emergency Tracking System (ETS). The purpose of this project is to develop and implement a web-based and mobile patient/client-tracking system that will be used by Boston Emergency Medical Services (hereinafter, “Boston EMS”), OPHP, the City of Boston’s Mayor’s Office of Emergency Management (hereinafter, “OEM”) and members of the Boston Healthcare Preparedness Coalition (hereinafter “HPC”) during events that impact the public health and healthcare communities of cities and towns in the Metro-Boston Homeland Security Region (MBHSR).

This ETS will improve MBHSR’s public health and healthcare emergency preparedness, response and recovery capabilities by allowing for increased communication and information sharing during an emergency or large-scale public health incident. When an incident occurs, this system will record and secure relevant incident, patient/client and provider information from the inception of an event until disposition at a facility in order to support family reunification, situational awareness and resource coordination efforts amongst the Boston HPC, Boston EMS, OPHP, OEM, and other public health and healthcare stakeholders. The system will be designed to accommodate different scenarios allowing for the capture of event specific data. Anticipated scenarios for which the ETS will be utilized include:

- Mass Casualty Incident (MCI)
- Special Events
- Medical Countermeasures such as mass vaccination clinics or emergency dispensing sites
- Large scale evacuations
- Shelter operations
- Exercises, drills, etc.

All information entered into the ETS will follow standardized vocabulary protocols, as defined by NIMS and PHIN standards, and stored in a central repository/database. Access to the information will depend on the user, whereas each individual and agency will have a predetermined level of access. For example, the hospitals will be informed solely on the number of patients coming to their hospital, their age & gender, and triage color. Measures will be taken to ensure that patient privacy is protected, prohibiting the use of their personal information for unauthorized use.

The intent of the system is not to be a conduit or supersede existing EMS and hospital patient medical record procedures.
Background

Boston EMS, a bureau of the BPHC, is the primary emergency medical services provider for the City of Boston. Pursuant to the BPHC Emergency Medical Services Regulation, Section 1.2, Boston EMS shall coordinate necessary emergency medical services within the City of Boston, which shall include but are not limited to the following:

2(e) Planning, coordination and implementation of emergency medical services, including patient tracking, during mass casualty incidents, natural disasters, mass meetings, declared states of emergency and for certain special events.

OPHP is a division of the BPHC that has as its mission to enhance community, public health, and healthcare system resilience in order to prepare for, respond to, and recover from emergencies that impact health and access to healthcare. OPHP oversees the management of the Stephen M. Lawlor Medical Intelligence Center (MIC), which serves as the City of Boston’s Multi Agency Coordination Center for ESF-8.

OEM coordinates the City of Boston Emergency Management Program, which is a citywide system that provides management and coordination for prevention, mitigation, preparedness, response, and recovery activities for all hazards that may impact the City of Boston. Working in close partnership with Boston’s public safety and public health agencies, OEM plans and prepares for emergencies, educates the public about emergency preparedness, conducts training exercises and drills, and performs other services to support the City’s overall preparedness.

The Boston HPC is one of six Health and Medical Coordinating Coalitions in MA that supports cross-disciplinary, capabilities-based public health and healthcare planning. The HPC is a partnership consisting of community health centers and large ambulatory care practices, emergency medical services (EMS), hospitals, long term care, public health, and other planning partners that develops and promotes emergency preparedness and response capabilities within the City of Boston that are aligned with public health and healthcare planning, response and recovery activities in other MBHSR cities and towns. It serves as the primary conduit for preparedness, response, and recovery planning for the aforementioned MIC.

The MBHSR & HPC have identified a critical need for a mechanism to effectively track patient/client progress through the duration of declared emergency. The ETS will be utilized within the MBHSR, home to 1,095,609 residents (2010 census).

Implementation

The selected ETS will be implemented as a phased project. There will be three phases, spanning a period of 12 months.

Phase One

Phase one will include the development of the ETS. Participating agencies involved in the development phase of this project will include EMS, OPHP and selected members from the HPC.
Phase Two
Following the development of the ETS the vendor will offer detailed training opportunities for end users. Identified Administrators will receive advanced training, specifically addressing system troubleshooting and customization. This phase will also include the vendor’s support developing a comprehensive ETS protocol based on user requirements, including providing a Concept of Operations document and usage guidance.

Phase Three
In the third phase of this project initial interface(s) will be completed and the system will go “live”.

For each phase, the vendor’s application will need to include a proposed number of vendor hours and estimated costs (see Cost of Services, Page 14 for more detail on proposed cost requirements).

Product
This RFP seeks a web-based and mobile ETS that possesses the following requirements:

System Requirements
I. Hardware
   a. Technology
      i. The ETS will be able to accommodate multiple technology platforms (iOS, Windows & Android operating systems) for entering information (laptops, barcode scanner equipment, etc.)
      ii. ETS enabled devices are compatible with and able to scan barcodes, QR codes, and other standard data transfer methods in various non-static environments
      iii. The ETS will have the ability to generate unique patient/client tracking identifier through the ETS database or various tracking input methods (STATband, runner bibs, or other event specific identifiers)
      iv. The ETS is supported by a centralized repository/database that can easily and quickly query specific information and generate custom reports (see System Design below)
         1. This database should not be a solely a web interface supported by a large Microsoft Excel spreadsheet)
      v. All ETS interfaces are streamlined and easy to use such that an end user can receive very minimal just in time training and be proficient in basic tasks
      vi. ETS is supported by comprehensive contingency plans, including integrated downtime forms
   II. Application
      a. Security
         i. Any web-based or mobile platform must meet the security and encryption standards set forth in the Security Rule located within 45 Code of Federal Regulation Part 160 and Part 164, Subpart A “General Provisions” and
Subpart C “Security Standards for the Protection of Electronic Protected Health Information”

ii. Any web-based or mobile platform must adhere to National Incident Management System compliance standards

b. Ownership
i. Any database and applications that are a part of ETS shall be wholly owned by the primary oversight agency, BPHC (see Business Associate Agreement, page 37).

c. System Design
i. Designed to have predetermined data entry fields, yet remain flexible for customization when necessary, allowing for real time updates by Administrators
   1. For example, an unplanned event may require an input of unaccompanied minors or unidentifiable patients that were not pre-established fields prior to the event

ii. Ability to create different user levels with different permission access

iii. Administrators would have the ability to
   1. Determine which users have access to specific information, both prior to and during an incident
   2. Restrict and grant access to users across all user levels, both prior to and during an incident
   3. Create and manipulate data fields on an incident by incident basis
   4. Create incidents with unique data fields, not accessible for change by other users
   5. Allow users to search ETS database but not see the entire database
   6. Create custom web-application dashboards for all end users
   7. Upload patient lists into an incident (for the purposes of planned events, such as the Boston Marathon)

iv. Access is granted to all users, and are only limited/restricted by available data fields set by Administrators

v. Capable of producing reports that are customizable and exportable to PDF and Microsoft Office platforms

vi. Capable of tracking multiple incidents at the same time

vii. Capable of supporting multi-user log in profiles for each participating organization and agency

d. System Interface
i. A web based front end that has the ability to interface with other systems XML or HL7 format

ii. The web application should not require downloads or plugins that may require users to have any specific administrative rights on their computer/laptop

iii. Support a majority of popular web browsers including Microsoft Explorer, Chrome and Firefox

AND http://www.hhs.gov/hipaa/for-professionals/security/
III. Data Sharing
Information must flow freely between systems. During an MCI, evacuation, or other unplanned event there is not time for multiple data entry points as a patient moves between locations. Please consider the following use cases where data must be available to share real time:

a. A patient enters a tent or shelter, is then transported via ambulance, gets registered at a hospital, but ultimately is transferred to a long term care facility.
b. During an evacuation a patient leaves a long term care facility, gets transported to a holding facility, and then get transported to the airport for transport via a federal resource.
c. During an evacuation a patient may be in a long term care facility, get transported to a hospital, then transported back to the long term care facility (while other patients remain at the hospital)
d. During an unplanned MCI patients may be transported to hospitals in multiple regions across the state
e. During an unplanned MCI patients may self-present to a mix of both hospital Emergency Departments and independent Urgent Care Centers

Below are the following Data Sharing requirements:

i. The central repository/database must track patient movement history between locations
ii. The patient movement history must be fully searchable
iii. The ETS must be able to send data to, and receive a feed from other critical tracking systems used at the regional, state, and federal level such as JPATS, Massachusetts Long Term Care Mutual Aid Plan, Healthcare Mutual Aid Plan and the American Red Cross Patient Connect system.

Vendor Requirements

I. Submission – the vendor must submit:

a. A document and/or presentation detailing all required components (as listed above) for the proposed ETS
b. A Cost of Service breakdown (see Cost of Service Section, page 15)
c. A summary of technical support opportunities, including phone and email support services for
   i. Initial system and/or incident set-up
   ii. Regular maintenance
   iii. Real-time incident management and troubleshooting, available 24/7
d. A summary of training capabilities and options for initial and ongoing end-user learning
e. All user guides and/or supporting documents that provide end-users with training or quick references on how to utilize their proposed ETS
1) Proposal must provide a brief history of the company and its experience in the provision of emergency tracking systems in large urban areas.

2) Bidder must have a minimum of 5 years of experience in providing and supporting emergency tracking systems in large urban areas.

3) Bidder must have a minimum of 3 or more contracts of comparable size and scope (please list in the Business Profile on page 20).

4) Bidder must submit a description of the company’s customer service procedures and protocol.

5) Bidder must be able meet delivery deadlines as identified in Scope of Service (Implementation Section)
Evaluation Criteria

The following criteria will be used to evaluate each vendor’s application. Each of the following sections is broken into four different ratings with corresponding values: Highly Advantageous (3 points), Advantageous (2 points), Not Advantageous (1 point) and Unacceptable (0 points).

1. Vendor Qualifications:

- **Highly Advantageous** - Demonstrates **significant** experience in developing and supporting web-based and mobile patient-tracking systems.
  - Demonstrates a track record of success in completing projects of similar size and scope, meeting deadlines and budget; and
  - Demonstrates extensive experience working with key stakeholders including healthcare, public health and emergency management organizations.

- **Advantageous** – Demonstrates experience in developing and supporting web-based and mobile patient-tracking systems.
  - Demonstrates a track record of success in completing projects within their allotted timeframe and budget; and
  - Demonstrates general experience working with stakeholders including healthcare, public health and emergency management organizations.

- **Not Advantageous** - Demonstrates limited experience in developing and supporting web-based patient-tracking systems.
  - Demonstrates a limited track record of success in completing projects within their allotted timeframe and budget; and
  - Demonstrates limited experience working with relevant stakeholders.

- **Unacceptable** – Does not demonstrate minimum levels of expertise and experience.

2. Vendor’s Approach to the Project:

- **Highly Advantageous** – Clearly and comprehensively articulates an understanding of the project in the response;
  - Addresses an approach to each defined task in a credible and sensible way;
  - Demonstrates a mastery and understanding of the process necessary to complete tasks and project demands; and
  - Optionally identifies sensible changes to the Scope of Services/Tasks to address missing activities that should be conducted.
- **Advantageous** – Articulates a **general** understanding of the project in the response;  
  - Is credible in addressing the tasks’ specific requirements;  
  - Demonstrates an understanding of the process necessary to complete tasks and project demands; and  
  - Optionally, identifies sensible changes to the Scope of Services/Tasks to address missing activities that should be conducted.

- **Not Advantageous** – Does not demonstrate a clear understanding of the project;  
  - Addresses most but not all of the tasks’ specific requirements; and  
  - Demonstrates a minimal understanding of the process necessary to complete tasks and project demands.

- **Unacceptable** – Does not demonstrate project understanding and project schedule that would be successful.

### 3. Vendor’s Staffing Plan:

- **Highly Advantageous** – Is clearly and comprehensively articulate in the response,  
  - Provides a firm time commitment of all key personnel, including the Project Manager;  
  - Provides resumes for all key personnel, including the Project Manager;  
  - Is clear in identifying the sources of staffing (internal or subcontractor);  
  - Is clear in identifying project team members, and their roles and time commitment; and  
  - Establishes a convincing basis that the proposed staffing level is sufficient.

- **Advantageous** – Is articulate in the response;  
  - Provides a time commitment of most key personnel;  
  - Establishes a sound basis that the proposed staffing level is sufficient.

- **Not Advantageous** - Staffing plan is articulated in response, but time commitment and critical staffing information is not included.

- **Unacceptable** – Does not demonstrate that Staffing Plan is sufficient to be acceptable.

### 4. Vendor’s Communications Skills:

- **Highly Advantageous** – Proposal clearly and comprehensively explains design and technical information in a way that is easily understood.

- **Advantageous** – Proposal explains design and technical information in a way that is understood.
- **Not Advantageous** – Proposal minimally explains design and technical information in a way that is understood.

- **Unacceptable** – Does not demonstrate Communication Skills necessary to be successful.

### 5. If interviewed, the Quality of Interview:

- **Highly Advantageous** – Key personnel on the project team assigned to the project, including the Project Manager, will have attended the interview and each demonstrated their skill and expertise and comprehensively communicated a thorough knowledge of the services required to complete the Scope of Services/Tasks.

- **Advantageous** – Most key personnel assigned to the project team attended the interview and/or demonstrated their expertise and knowledge of the services required to complete the Scope of Services/Tasks.

- **Not Advantageous** - Some project team members assigned to the project adequately communicated knowledge of the services required to complete the Scope of Services/Tasks.

- **Unacceptable** – Interview did not demonstrate a Quality that would indicate Consultant would be successful in the project.

### 6. If references are checked, the Quality of References:

- **Highly Advantageous** – References show that the firm and the identified Project Manager and key personnel of the project team have positively and successfully completed similar, relevant projects on time and on budget.

- **Advantageous** - References show that the firm and/or some project team members have experience with similar projects and generally meet deadlines on time and on budget.

- **Not Advantageous** - References demonstrate that the firm or team members have limited relevant experience and/or do not have a track record of completing projects on time and on budget.

- **Unacceptable** – Does not indicate key team members have been successful in relevant project.
The vendor must submit a comprehensive break out of the costs associated with their proposed ETS that will include:

a. Cost breakdown proposal for each phase of the initial one year implementation plan (more in-depth details of the Phases are listed on Page 7).
   a. Cost breakdown should correspond with the estimated number of hours each phase is anticipated to require

b. Annual license fee and/or additional annual/monthly costs associated with supporting the ETS.

c. Breakdown of fees associated for service, maintenance, support and training (both initial and on-going).
   a. All service, maintenance, support and training fees must be broken down into an hourly rate, as per BPHC regulation.

d. Fees associated with mobile app/device support, maintenance and training.

e. Additional fees as applicable.

f. Contract not to exceed $79,000
BOSTON PUBLIC HEALTH COMMISSION

FISCAL RULES

A. **INVOICING**

1) Vendors must submit a standard invoice, typed or printed; hand written invoices are not acceptable.

2) Invoices are required for each pick up location with name of program, date and description of service. A valid Purchase Order Number must be obtained prior to service. Purchase Orders must be printed on the invoice.

3) All invoices must have unique identifiers (invoice numbers) and must be accompanied by all documentation.

4) Invoices without the required information or documentation, will not be processed. The vendor will be informed in writing to revise and resubmit the invoice.

5) Invoices are paid within 30 days of receipt.

Invoices must be sent to:

**Boston Public Health Commission**
**Accounts Payable**
**1010 Massachusetts Avenue 6th Floor**
**Boston, MA 02118**
Or
**accountspayable@bphc.org**
SECTION III

REQUIREMENTS

1) All vendors who contract with Boston Public Health Commission must comply with the City of Boston Living Wage Ordinance.

2) All work performed under the contract shall be performed by employees of the Bidder. The Bidder agrees to assume responsibility for the actions and conduct of any of its employees. The Boston Public Health Commission reserves the right to cancel the contract for any violation of BPHC policies.

3) The Boston Public Health Commission is the local board of health for the City of Boston. As such, the BPHC is the holder of private medical information. This work may expose the Bidder employee’s to such information. Therefore, BPHC requires the Bidder to sign a HIPAA Business Associate Agreement to protect the privacy of the clients of the BPHC.

BPHC CONTRACT INFORMATION

Cancellation:

The Boston Public Health Commission may during the bid review process, or at any time prior to award, cancel this Request for Proposal or reject all proposals, if BPHC determines its best interest will be served by such action. Notice of the cancellation will be made to the applicants or potential applicants.

Failure of a selected applicant to satisfactorily negotiate a contract within a reasonable time may result in the applicant forfeiting its award.
PRE SUBMISSION CHECKLIST

Do **not** bind proposals. Submit the following; one (1) original, signed in blue ink, two (2) additional copies including all appendix, numbered and unbound (one-sided for ease of copying) with all required information, following in the order outlined below:

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Failure to submit all of the above information may result in disqualification from the review process.

________________________  __________________
Signature                  Date
Legal name of applicant organization: ________________________________

Address: ______________________________________________________

City, State, Zip: _________________________________________________

Telephone: _____________________________________________________

Fax: ___________________________________________________________

FIN#: _________________________________________________________

Subject for Proposal: Emergency Tracking System - 2016

Submission of the proposal and signature below indicates the intention of the applicant to comply with the goals, guidelines, and other elements of The Boston Public Health Commission Request for Proposal.

Authorized Contract Signature ______________________________________________________

Title _________________________________ Date _______________________________
BOSTON PUBLIC HEALTH COMMISSION

Business Profile

Full Legal Name: ____________________________________________________________

Place of Business: __________________________________________________________

Contact Person: ___________________________ Tel: ____________________________

To the Official, acting in the name and behalf of the Boston Public Health Commission (“BPHC”):

A. Summary of Supplies/Services Subject to RFP

The undersigned proposes to furnish the specified supplies or services and to perform all work required in the Boston Public Health Commission Request for Proposal, Advertisement, Purchase Description and Specifications and/or other contract documents, titled:

The terms of the RFP- EMERGENCY TRACKING SYSTEM dated: MAY 12, 2016, are incorporated herein, all of which have been provided by the BPHC.

Notice: You must itemize any deviation from original specifications on a separate sheet. Catalogs or brochures will not be accepted as sole compliance with this requirement unless they also include complete technical information.

B. References

1. List all contracts for which you have provided goods or services, as the case may be, within the past two (2) years, for work of similar character as required in the Request for Proposals. Attach additional Sheets if necessary.

Reference 1
Nature of Contract: ______________________________________________________

Company or Entity: ______________________________________________________

Contact Name & Phone #: ________________________________________________

Amount of Contract: _____________________________________________________

Reference 2
Nature of Contract: ______________________________________________________

Company or Entity: ______________________________________________________

Contact Name & Phone #: ________________________________________________

Amount of Contract: _____________________________________________________
2. Financial References

Name of Bank & Phone #: _________________________________________________
Name of Bank & Phone #: _________________________________________________
Name of Bank & Phone #: _________________________________________________

C. Legal Form of Business Entity

The entity submitting this proposal is a/an____________________________________
(Individual, Partnership, Corporation, Joint Venture, Trust, or specify other).

1. If a Partnership, state the name and residential addresses of all general and limited partners:

___________________________________________________________

___________________________________________________________

2. If a Corporation, state the following:

Corporation is incorporated in the State of _____________________________
President is ________________________________________________________
Treasurer is _________________________________________________________
Address of business is ________________________________________________

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

___________________________________________________________

___________________________________________________________

A copy of the joint venture agreement is on file at ____________________________________________
and will be delivered to the Official on request.
4. If a Trust, state the name and residential address of each Trustee:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Copies of the trust documents are on file at ________________________________
and will be delivered to the Official on request.

5. The names and addresses of all persons interested in this proposal as principals other than the
undersigned are:
________________________________________________________________________
________________________________________________________________________

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

D. **Taxpayer Identification Number*** (the number on the Employer’s Federal Tax Return)
________________________________________________________________________
*If individual, use Social Security Number: ________________________________

E. Have been in business under present name for __________ years.

F. Did company or any other principals ever failed to complete any work awarded? ______
If answer is yes, state circumstances: __________________________________________
________________________________________________________________________

G. Pursuant to M.G.L. c. 62C, sec. 49A, the undersigned certifies that to the best of his/her knowledge
and belief all state tax returns have been filed and that all state taxes required under law have been paid.
(Notice: The Taxpayer Identification Number may be furnished to the Massachusetts Department of
Revenue to determine compliance with the above-referenced law.)

H. The undersigned certifies that this proposal has been made and submitted in good faith and without
collusion or fraud with any other person. As used in this certification, the word “person” shall mean any
natural person, business, partnership, corporation, union, committee, club, or other organization, entity or
group of individuals.
I. In furtherance of the Mayor’s Executive Order “Minority and Women Business Enterprise Development” dated December 31, 1987 and the Ordinance entitled “Promoting Minority and Women Owned Business Enterprises in the City of Boston” (Ordinances of 1987, Chapter 14), it is understood and agreed by the undersigned, and the undersigned by the execution of this document so certifies, as follows, (1) That the undersigned shall actively solicit proposals for the subcontracting of goods and services from certified minority and women businesses; and (2) That in reviewing substantially equal proposals the undersigned shall give additional consideration to the award of subcontracts to certified minority and women proposers.

J. Applicable to any contract which involves costs reimbursable by the U.S. Department of Health and Human Services in which services provided have a value or cost of $10,000 or more over a twelve-month period: Pursuant to the requirements of 42 U.S.C. sec. 1395X(v)(1)(E), as enacted by Public Law 96-499, the undersigned agrees that until the expiration of four (4) years after the furnishing of goods or services, it shall make available the contract, and books, documents and records that are necessary to certify the nature and extent of such costs to the Secretary of the Department of Health and Human Services, or to the Comptroller General, or any of their duly authorized representatives upon written request. If the undersigned carries out any of the duties of the contract through a subcontract, with a value or cost of $10,000 or more over a twelve-month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such goods or services pursuant to such subcontract, the related organization shall make available the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of such costs to the Secretary, or to the Comptroller General, or any of their duly authorized representatives upon written request.

K. In the event that the proposal submitted by the undersigned is accepted, the undersigned shall provide goods or services pursuant to the then current terms and conditions of the Boston Public Health Commission Standard Contract. A copy of the current Boston Public Health Commission Standard Contract is attached hereto.

The undersigned certifies the accuracy of the information provided herein under the penalties of perjury.

Submitted by: __________________________________________

__________________________________________
(Signature)

Business Address: ____________________________________

__________________________________________
(Street)

__________________________________________
(City, State, Zip Code)

Notice: This Proposal must bear the written signature of the person submitting the proposal. If submitted by an Individual doing business under a name other than his/her own name the proposal must so state, giving the address of the Individual. If submitted by a partnership, the proposal must be signed by a partner designated as such. If submitted by a corporation, trust or joint venture, the proposal must be signed by a duly authorized officer or agent of such corporation, trust or joint venture.
VENDORS LIVING WAGE AFFIDAVIT

Any for-profit or any not-for-profit Vendor who employs at least 25 full-time equivalents (FTE) who has been awarded a Service Contract of $25,000 or more from the Boston Public Health Commission must comply with the provisions of the Boston Public Health Commission and Living Wage Ordinance which requires any such Vendors to pay at least the Living Wage which is $14.11 per hour to any employee who directly expends his or her time on the services set out in the contract. All Subcontractors whose subcontracts are at least $25,000 are also required to pay the Living Wage.

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

WARNING: No Service Contract will be executed until this Affidavit is completed, signed and submitted to the Contracting Department

IMPORTANT: Please print in ink or type all required information. Assistance in completing this Form may be obtained by calling or visiting. The Living Wage Administrator, The Living Wage Division of the Boston Public Health Commission, telephone: (617) 534-4322, facsimile: (617) 534-4255, or your Contracting Department.

PART I: VENDOR INFORMATION:

Name of Vendor: ___________________________________________________________

Contact Person: ____________________________________________________________

Address: __________________________________________________________________

Street                               City                               State                               Zip

Telephone #: _____________________________ Fax #: _____________________________

E-Mail Address: ____________________________

PART II: CONTRACT INFORMATION:

Name of the program or project under which the Contract or Subcontract is being awarded:

________________________________________________________________________

Contracting Department: __________________________________________________
Start Date of Contract: _______________  End Date of Contract: _______________

Length of Contract: □ 1 year  □ 2 years  □ 3 years  Other: ______ (years)

PART III:  ADDITIONAL INFORMATION:
Please answer the following questions regarding your company or organization:

1. Your company or organization is: check one:
   □ For Profit  □ Not For Profit
2. Total number of “FTE” employees which you employ: __________
3. Total number of employees who will be assigned to work on the above-stated contract: __________
4. Do you anticipate hiring any additional employees to perform the work of the Service Contract?  □ Yes  □ No
   If yes, how many additional F.T.E.s do you plan to hire? __________

PART IV:  EXEMPTION FROM BOSTON JOBS AND LIVING WAGE ORDINANCE:

Any Vendor who qualifies may request and Exemption from the provisions of the Boston Jobs and Living Wage Ordinance by completing the following:

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

□ The construction contract awarded by the Boston Public Health Commission is subject to the state prevailing wage law; and
□ Assistance or contracts awarded to youth programs, provided that the contract is for stipends to youth in the program. “Youth Program” means any city, state, or federally funded program which employs youth, as defined by city, state, or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part-time program; and
□ Assistance or contracts awarded to work-study or cooperative educational programs, provided that the Assistance or contract is for stipends to students in the programs; and
□ Assistance and contracts awarded to vendors who provide services to the City and are awarded to vendors who provided trainees a stipend or wage as part of a job training program and provides the trainees with additional services, which may include but are not limited to room and board, case management, and job readiness services, and provided further that the trainees do not replace current City funded positions.

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

_____________________________________________________________________________________________________________________
PART V: GENERAL WAIVER REASON (S):

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

☐ Service Contract
☐ Subcontract

Violates the following state or federal statutory, regulatory or constitutional provision or provisions.

State the specific state or federal statutory, regulatory or constitutional provision or provisions, which make compliance with the Boston Public Health Commission and Living Wage Ordinance unlawful:

____________________________________________________________________________

GENERAL WAIVER ATTACHMENTS:

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

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

____________________________________________________________________________

____________________________________________________________________________

PART VI: VENDOR AFFIDAVIT:

I, __________________________________________ a principal officer of the Covered Vendor certify and swear/affirm that the information provided on this Vendors Living Wage Affidavit is true and within my own personal knowledge and belief.

Signed under the pains and penalties of perjury

SIGNATURE: _______________________________ DATE: ____/____/____

PRINTED NAME: __________________________________________________________

TITLE: __________________________________________________________
STANDARD FORM CONTRACT FOR THE
PROVISION OF GOODS AND SERVICES

This contractual agreement ("Contract") is hereby made this _______ day of
_________________, 20____ by and between the Boston Public Health Commission (hereinafter
"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 and ________________ (hereinafter  "Contractor"). This Contract is subject to
the additional terms and conditions contained in the Standard Form Contract Cover Page,
including any attachments thereto, which are all incorporated into the Contract Package.

ARTICLE I – PERFORMANCE
a) The 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 herein 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. Appropriate notation must be specific and so noted on
the bill of lading. Deliveries are to be made between the hours of 9:00 AM and 5:00 PM,
Monday through Friday and exclusive of Holidays, unless otherwise specified. All articles,
equipment or materials shall be forwarded by route or method of lowest transportation charges
unless specific shipping instructions are stated herein for those orders which are F.O.B. shipping
point.
c) Upon written request of BPHC, Contractor shall remove from BPHC premises
and/or replace all individuals in Contractor’s employ or control whom BPHC determines to be
disorderly, careless or incompetent or to be employed, providing services, or conducting activities
in violation of the terms of this Contract.
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 six 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.

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 work and/or products 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 all specified times or period of performance are of the
essence.

ARTICLE IV – COMPENSATION
a) Contractor may be compensated only for those costs and expenses and at the
prices as may be allowed hereunder and as may be described in any Budget attached hereto
except that such cost and expense shall not exceed the not-to-exceed amount described
b) The BPHC shall not be liable for any interest or penalty for late payments.
c) All invoices shall reference the BPHC purchase order number and shall be
submitted to BPHC, Accounts Payable Department, 1010 Massachusetts Avenue, Boston, MA
02118 OR VIA EMAIL TO ACCOUNTSPAYABLE@BPHC.ORG.
A final invoice must be submitted within thirty (30) days of the expiration of this Contract. BPHC shall have the right to deny payment for any invoices, final or otherwise, that are received by BPHC more than 90 days after expiration or termination of this Contract.

Unless otherwise agreed, all invoices shall be payable thirty (30) days after receipt by BPHC.

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 have no capacity to bind BPHC in any contract or to incur any liability on the part of BPHC. Contractor, its agents or employees shall not have the status or pension rights of an employee. The 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 all debts for labor and material incurred by Contractor for the rental of any appliance or equipment hired by Contractor and/or for any expense incurred on account of the delivery of goods or services to be performed under this Contract.

b) Contractor shall bear all loss resulting from any cause before the delivery of goods or services is completed and after performance of service 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 against them or any of them 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 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 BPHC’s discretion, BPHC shall have the right to require that BPHC 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 of the provisions in M.G.L. c. 258, including but not limited to the liability limitations for governmental entities.

ARTICLE VII – REMEDIES OF THE 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 are provided by law.

b) BPHC shall have the right to inspect goods or services for forty-five 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 the 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) fails to comply with the contract terms 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 the Contractor or subcontractor(s) any funds improperly paid to the Contractor or subcontractor(s) following an audit by BPHC.

ARTICLE VIII – REMEDIES OF CONTRACTOR

If damages, other than loss on nonconforming goods or services, are actually 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 BPHC in writing, provided Contractor shall have delivered to BPHC a detailed written statement of such damages and cause thereof within thirty (30) days after the 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 prior written consent of BPHC. BPHC reserves the right to delegate, assign or otherwise transfer any interest in this Contract to another entity for purposes of contract administration without further notice to Contractor.

ARTICLE X - COMPLIANCE WITH LAWS, BPHC POLICIES, GRANT REQUIREMENTS AND PUBLIC POLICY

a) This Contract is subject to all laws of the Commonwealth of Massachusetts and, where applicable, is governed by M.G.L. c. 106 §§2-102, et seq.
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 insure that all specifications, goods or services acquired or performed hereunder adheres to all applicable regulations. Contractor agrees and certifies that it is authorized and/or licensed to perform the services required by this Contract and that it will secure such authorization and/or licensure for so long as it is bound to perform under the terms of this Contract.
c) Contractor shall, where applicable, maintain during the term of this Contract such Workmen’s Compensation insurance as may be reasonably necessary to protect Contractor from claims under M.G.L. c.152 (the Workmen’s Compensation Law).
d) Contractor shall not discriminate against any individual because of gender, race, religious creed, national origin, age, disability or sexual orientation in connection with the performance of services under 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.
e) Contractor shall not act in collusion with any BPHC officer, agent, assign, employee or any other party, nor shall the 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).
f) Pursuant to M.G.L. c. 62C, Section 49A, the Contractor certifies under the penalties of perjury that Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

   g) Contractor shall keep himself fully informed of all City of Boston Ordinances, all BPHC Regulations or policies and any state and federal laws that in any manner affects the services herein specified. Contractor shall at all times observe and comply with said ordinances, regulations/policies or laws, and shall protect and indemnify the 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.

   h) In addition to its obligations under section g, the Contractor, where applicable, shall specifically comply with the City of Boston’s Healthy Options Beverage Standards, which is incorporated into the contract by reference. The Contractor understands and agrees that compliance with those standards is required by the City of Boston’s April 7, 2011 Executive Order Relative to Healthy Beverage Options. In pertinent part, the Order Relative to Healthy Beverage Options is applicable to all vending machine services, City-managed food or beverage services programs, contracted food or beverage services, food or beverage procurement, leases and other agreements for food or beverage concessions in or around City-owned buildings.

   i) This contract is also subject to BPHC’s Food Service and Catering Policy, which is incorporated herein by reference. This Policy applies to the purchase and service of food and/or beverages at all BPHC funded events and programs, regardless of the internal source of funding that supports the event. A copy of the policy can be made available upon request.

   j) In addition to its obligations to comply with any applicable federal or state laws under section g, the Contractor shall also comply with the requirements of any federal, state or city grant that supports this contract. In particular, the Contractor must comply with all applicable grant reporting requirements and must provide appropriate supporting backup 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 the contract. In addition, if applicable, the Contractor shall comply with all grant requirements of the American Recovery and Reinvestment Act of 2009 (“ARRA”) and the Federal Funding Accountability and Transparency Act (“FFATA”).

   k) BPHC will not purchase goods or services from a Contractor who is currently either disbarred or suspended from doing business with the United States government. The Contractor hereby certifies that they are not on the Federal Excluded Parties List System and they are not disbarred or suspended from federal contracting. If the Contractor is disbarred or suspended from federal contracting during the period of this contract, the Contractor must notify BPHC in writing within fifteen (15) days of such occurrence. In the event the Contractor is disbarred or suspended from federal contracting, BPHC shall have the right to modify or terminate this agreement at its discretion.

   l) All vendors, who are federally funded subrecipients, must provide: 1) a Data Universal Numbering System (DUNS) number, and 2), for all vendors subject to OMB Circular A-133, annually, a copy of their most recent A-133 audit report.

ARTICLE XI – MISCELLANEOUS

   a) All alterations or additions, material or otherwise, to the terms and conditions of this Contract must be in writing and signed by BPHC and Contractor.

   b) 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.

   c) Contractor acknowledges that any and all products created pursuant to this contract shall 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 the BPHC.

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 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 the public enemy, 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 enforced to the fullest extent permissible by law.

g) BPHC is a tax exempt entity 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. The Boston Public Health Commission, having federal tax identification number 043316655, is a tax exempt entity because it is a political subdivision of the Commonwealth of Massachusetts and performs essential governmental functions such as protecting, promoting and preserving the health and well-being of all Boston residents. The Boston Public Health Commission was created as of July 1, 1996 by the Boston Public Health Act of 1995 (the "Act"). See Mass. Gen. Laws 111 App. §2-1 et seq. The Act specifically created the Boston Public Health Commission as a political subdivision of the Commonwealth of Massachusetts and imbued upon it exemption from taxation and other assessments. See Mass. Gen. Laws III App. §§2-3, 2-9. According to the Internal Revenue Code, gross income does not include income derived from the exercise of any essential governmental function or that accruing to a State or political subdivision thereof. See 26 USC §115(1). For these reasons, the Boston Public Health Commission enjoys tax exempt status under both state and federal law.

ARTICLE XII – 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 if funding for the Contract is reduced or eliminated. This expressly includes any contracts that are funded in whole or in part by any grant funding received by BPHC.

ARTICLE XIII – RELEASE OF BPHC ON FINAL PAYMENT
Acceptance by Contractor of final payment from BPHC under this Contract shall be deemed to release forever BPHC from all claims and liabilities, except those which Contractor notifies BPHC in writing within three (3) months after such payment.

ARTICLE XIV – TERMINATION OR CANCELLATION
This Contract may be terminated by the BPHC for any breach of its terms by the 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 the BPHC and will have the same effect as termination except that the BPHC shall retain any remedy for breach of the whole contract or any unperformed balance. Notice of termination or cancellation shall be given to the Contractor at the address supplied on the Request for Contract/Standard Contract Cover Page by regular mail and shall be effective on mailing.
Contractor shall have no right to recover other amounts, including but not limited to amounts for lost profits, indirect, incidental, or consequential damages.

ARTICLE XV – WARRANTIES
Contractor makes all warranties as are 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 XVI – CONFIDENTIALITY
Contractor shall comply with all applicable federal, state and local laws and regulations relating to confidentiality and privacy. Contractor shall inform 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 XVII – Criminal Offender Record Information (CORI) CHECK
In order to ensure that employees and independent contractors who have unsupervised contact with client(s) are appropriate for serving their position in any program or facility of BPHC or any vendor agency programs funded by BPHC, a Criminal Offender Record Information (“CORI”) check must be performed on candidates and/or independent contractor(s) as provided in 105 CMR 950.00. It is the policy of BPHC that convictions of certain crimes pose an unacceptable risk to the vulnerable populations served by BPHC and its vendor agencies.

Contractor and any subcontractors/employees who may have unsupervised contact with BPHC client(s) shall consent to a CORI check or provide the BPHC with a current official CORI report. All CORI reports are subject to review and approval by the BPHC before approval of the Contract.

ARTICLE XVIII – ENTIRE AGREEMENT/COUNTERPARTS/COPIES
This Contract constitutes the entire agreement of the BPHC and Contractor and supersedes any and all oral agreements and negotiations between BPHC and Contractor relating to the subject matter contained herein. If necessary, this Agreement 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 agreement. 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.
The BPHC and Contractor hereby cause this instrument to be executed by their duly authorized representatives as of the day first written above.

**BOSTON PUBLIC HEALTH COMMISSION**

By: 

________________________________

Monica Valdes Lupi, JD, MPH
Executive Director

Date: ____ / ____ / ______

Approved as to form:

________________________________

Office of the General Counsel
Boston Public Health Commission

Date: ____ / ____ / ______

**CONTRACTOR**

By: 

________________________________

Printed Name:

Title: ____________________________

Date: ____ / ____ / ______
CERTIFICATE OF AUTHORITY

Vendors May Substitute Their Own Valid Legal Form or Legal Documentation that Confirms the Person Executing the Contract has the Authority to Do So.

___________________, 20____
(Current Date)

At a meeting of the Directors of the ________________________________
(Name of Corporation)
duly called and held at ________________________ on the _____ day of ____________, _____
at which a quorum was present and acting, it was VOTED, that __________________________
(Name)
the _____________________________ of this corporation is hereby authorized and empowered
(Office)
to make, enter into, sign seal and deliver on behalf of this corporation a contract for
__________________________________________________________
(Describe Service)

with the Boston Public Health Commission, and if required by such contract, a performance
bond in connection therewith.

I, ________________________________, do hereby certify that the above is a true and correct account of the records, that said vote has not been amended or repealed and is in full force and effect as of this date, and that I am the duly elected Clerk or Secretary of the Corporation.

Attest

(Affix Corporate Seal)

__________________________________________
Clerk or Secretary of the Corporation
CERTIFICATE OF NON-COLLUSION

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

___________________________________________
Signature of individual submitting proposal or proposal

___________________________________________
Name of business

Date: _____/ _____ / ____
CRIMINAL OFFENDER RECORD INFORMATION CERTIFICATION

In order to ensure that employees or other persons regularly providing client or support services in any program or facility of the Boston Public Health Commission (“BPHC”) or in vendor agency programs funded by BPHC are appropriate for serving in their positions, a Criminal Offender Record Information (CORI) check shall be performed on candidates for positions in such programs or facilities, as provided in 105 CMR 950.00. It is the policy of BPHC and the Department of Public Health that convictions of certain crimes pose an unacceptable risk to the vulnerable populations served by BPHC and the Department of Public Health and its vendor agencies.

Prior to entering into a contract with the Boston Public Health Commission, an independent contractor which includes any sub-contractors/employees who may have contact with Boston Public Health Commission client(s) must consent to a CORI check or provide the Boston Public Health Commission with a current official CORI report. All CORI reports are subject to review and approval by the Office of the General Counsel of the Boston Public Health Commission before approval of the contract.

______________________________ (“Contractor”) hereby certify and affirm that a CORI check has been performed on all of its employees, vendors, agents, and/or subcontractors who may have contact with clients of BPHC or who receives funds by BPHC to provide services to its clients. Contractor further certifies and affirms that such employees are without convictions of certain crimes that pose an unacceptable risk to the vulnerable population served by BPHC.

The Contractor further agrees that all employees hired, agents, and vendors contracted with after the date of this agreement who will perform services on behalf of Contractor to vulnerable populations served by BPHC shall receive a CORI check prior to performing any services to vulnerable populations served by BPHC. Upon request by BPHC, the Contractor shall provide BPHC with documentation, subject to the approval of General Counsel of BPHC, demonstrating that a CORI report has been performed on each of its employees, agents or vendors.

Contractor Signature: ______________________________

Title: ______________________________

Date: ____________________________
BUSINESS ASSOCIATE AGREEMENT
FORM B

This Agreement is made effective the ____ day of __________, _____, by and between the Boston Public Health Commission (“Covered Entity”), and _____________________________, on behalf of itself and its subsidiaries and affiliates, hereinafter referred to as “Business Associate”, (individually, a “Party” and collectively, the “Parties”).

WITNESSETH:

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to the Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a “Business Associate” of a Covered Entity as defined in the HIPAA Privacy Regulation.

WHEREAS, Business Associate may have access to Protected Health Information (“PHI”) (as defined below) in fulfilling its responsibilities under such arrangement;

WHEREAS, Covered Entity and Business Associate intend to protect and provide for the security, confidentiality and integrity of privacy of PHI disclosed by Covered entity to Business Associate, or collected or created by Business Associate, in compliance with the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the regulations promulgated by the Department of Health and Human Services, including but not limited to, the regulations codified at 45 CFR Parts 160 and 164 (the “HIPAA Privacy Regulation”), the Health Information Technology for Economic and Clinical Health Act (the HITECH Act”), and other applicable state and federal laws, all as amended from time to time, including as amended by the Final Rule issued by the Secretary on January 17, 2013 titled “Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules”; and

THEREFORE, in consideration of the Parties’ continuing obligations under this Agreement, compliance with the HIPAA Privacy Regulation, and for and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Regulation and to protect the interests of both Parties.
I. DEFINITIONS
Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Regulation or the HITECH Act. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy Regulation, as amended, the HIPAA Privacy Regulation shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Regulation, but are nonetheless permitted by the HIPAA Privacy Regulation, the provisions of this Agreement shall control.

Protected Health Information. “Protected Health Information” (“PHI”) means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

II. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE
Business Associate acknowledges and agrees that all Protected Health Information that is created, received, maintained or transmitted by the Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by the Covered Entity or its operating units to Business Associate or is created or received by Business Associate on the Covered Entity’s behalf shall be subject to this Agreement.

A. Except as otherwise permitted herein, Business Associate may only Use or Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

1. the Disclosure is required by law; or

2. Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will be held confidentially and used or further Disclosed only as required by law or for the purpose for which it was Disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
B. Business Associate may Use and Disclose PHI for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship.

C. Business Associate may Disclose PHI as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, (if consistent with the HIPAA Privacy Regulation).

E. Business Associate may Use PHI as would be permitted by the HIPAA Privacy Regulation if such Use or Disclosure were made by the Covered Entity or to carry out the responsibilities of Business Associate, provided that such Disclosures are permitted or Required By Law.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

Business Associate agrees to:

A. Not use or further disclose PHI other than as permitted or required by this Agreement. Business Associates acknowledges and agrees that in addition to the requirements of this agreement, the Business Associates must comply with all applicable sections and provisions of HIPAA, the HITECH Act, and Final Rule issued by the Secretary on January 17, 2013 titled “Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules”;

B. Implement appropriate administrative safeguards as required by 45 CFR §164.308, physical safeguards as required by 45 CFR §164.310, and technical safeguards as required by 45 CFR §164.312 to prevent Use or Disclosure of PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity, other than as provided for by or permitted under this Agreement. The Secretary of Health and Human Services shall have the right to audit Business Associate’s internal practices, records, and books related to the Use and Disclosure of PHI to ensure Covered Entity’s compliance with the terms of the HIPAA Privacy Regulation;

C. Ensure that Business Associate’s agents, including subcontractors, to whom it provides PHI received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that, apply to Business Associate with respect to such information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees’ actions or omissions do not cause Business Associate to breach the terms of this Agreement;
D. Make available PHI in a reasonable amount of time to the extent and in the manner required by §§164.524, 164.526, and 164.528 of the HIPAA Privacy Rule which permit the patient/client to access rights, amendment rights and an accounting of disclosures of his/her PHI;

E. Make available Business Associate’s internal practices, books, and records relating to the use and disclosure of PHI received from Covered Entity to the Secretary of Health and Human Services for purposes of determining the Covered Entity’s compliance;

F. Notify Covered Entity of any request of an individual to make an amendment to PHI and make available to Covered Entity, if so requested, the PHI for Covered Entity to timely and properly comply with requests by Individuals for amendments consistent with Covered Entity’s obligations under 45 CFR §164.526.

G. Incorporate any amendments or corrections to PHI when notified by Covered Entity;

H. Document its Disclosures of PHI in the same manner as would be required for Covered Entity to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528; and

I. Report to Covered Entity within five (5) business days any use or disclosure of PHI which is not in compliance with the terms of this Agreement, including breaches of Unsecured PHI as required under 45 CFR §164.410, and any Security Incident of which Business Associate becomes aware. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

IV. TERM AND TERMINATION

A. Term. This agreement shall be effective and enforceable by the Parties to this Agreement as of the Effective Date as defined herein, and shall terminate on the earlier of (1) when Business Associate is no longer providing Services to Covered Entity, (2) the termination of this Agreement by either party, or (3) the mutual written agreement of the Parties.

B. Termination for Cause. Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement or fails to satisfy any of its statutory obligations under HIPAA or the HITECH Act. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives notice to Business Associate of such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this
Agreement, then Covered Entity shall have the right to terminate this Agreement immediately.

C. Effect of Termination.

1. At termination of this Agreement, or any similar documentation of the business relationship of the Parties, or upon request of the Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all PHI received from or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to PHI that is in the possession of any subcontractors or agents of Business Associate. Business Associate shall not retain any copies of such PHI.

2. If Business Associate determines that such return or destruction of PHI is not feasible or in violation of law, Business Associate shall provide Covered Entity with a notification of the conditions for which return or destruction is infeasible, and Business Associate will extend the protections of this Agreement to the information and limit further Uses and Disclosures to those purposes that make the return or destruction of the information infeasible or in violation of law, for so long as Business Associate maintains such PHI.

V. GENERAL PROVISIONS
A. Obligations of Business Associate. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Arrangement Agreement and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein. Except as expressly stated herein or the HIPAA Privacy Regulation, the Parties to this Agreement do not intend to create any rights in any third parties.

B. Amendments and Modifications. This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement is intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Massachusetts. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
C. **Interpretation and Severability.** The Parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of PHI which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate’s use and disclosure of PHI. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

BOSTON PUBLIC HEALTH COMMISSION: BUSINESS ASSOCIATE:

By: ______________________

By: ______________________

Title: _____________________

Title: _____________________