



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](mailto: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.

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.

#### ARTICLE VIII – REMEDIES OF CONTRACTOR

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

#### ARTICLE IX – ASSIGNMENT

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

#### ARTICLE X – AMENDMENTS

a) All material alterations or additions to the terms and conditions of this Contract must be in writing and signed by BPHC and Contractor subject to BPHC's internal procurement policy.

b) At BPHC's sole discretion it may make non-substantive unilateral modifications to this Contract. These will be in writing and written notice of same will be promptly provided to Contractor.

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

a) This Contract is subject to the laws of the Commonwealth of Massachusetts and, where applicable, is governed by M.G.L. c. 106 §2-101, et seq. (the Uniform Commercial Code, Article 2).

b) Contractor shall provide, at its sole expense, all necessary licenses, permits, or other authorizations required by the City of Boston, the Commonwealth of Massachusetts, or any state or federal governmental agency with proper jurisdiction and shall ensure that all specifications are met, and that the goods or services acquired or performed hereunder adhere to all applicable regulations. Contractor agrees and certifies that it is authorized and/or licensed to perform the services required by this Contract and if necessary, Contractor will secure such authorization and/or licensure within a reasonable period of time for so long as it is bound to perform under the terms of this Contract.

c) Contractor shall not discriminate against any individual on the basis of gender, race, religious creed, national origin, age, disability, gender identity, or sexual orientation in connection with the performance of this Contract. Contractor shall post in conspicuous places notices to be provided by the Massachusetts Commission Against Discrimination, setting forth provisions of the Fair Employment Practice Law of the Commonwealth of Massachusetts.

d) Contractor shall not act in collusion with any BPHC officer, agent, assign, employee, or any other party, nor shall Contractor make gifts regarding this Contract or any other matter in which BPHC has a direct and substantial interest in violation of M.G.L. c. 268A (the Conflict of Interest Law).

e) Pursuant to M.G.L. c. 62C, §49A, Contractor certifies under the penalties of perjury that Contractor has complied with laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

f) Contractor shall comply with all applicable City of Boston Ordinances, City Executive Orders, BPHC Regulations or policies, and any state and federal laws or grant requirements that, in any manner, affect the goods or services herein specified. Contractor shall, at all times, observe and comply with said ordinances, regulations/policies or laws, and shall protect and indemnify BPHC, its officers, agents, assigns, and employees against any claim or liability arising from or based on any violation of such ordinances, regulations or laws.

g) In addition to its obligations to comply with any applicable federal or state laws under section (f) above, Contractor shall also comply with the requirements of any federal, state, or city grant that supports this contract. In particular, Contractor must comply with all applicable grant reporting requirements and must provide appropriate supporting backup documentation for any invoices submitted to BPHC for payment. Any

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

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

**ARTICLE XIII – AVAILABLE APPROPRIATION**

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

**ARTICLE XIV – RELEASE OF BPHC ON FINAL PAYMENT**

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

**ARTICLE XV – TERMINATION OR CANCELLATION**

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

**ARTICLE XVI – WARRANTIES**

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

**ARTICLE XVII – CONFIDENTIALITY**

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

**ARTICLE XVIII – CRIMINAL OFFENDER RECORD INFORMATION(CORI)**

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

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

**ARTICLE XIX – ENTIRE AGREEMENT, COUNTERPARTS, COPIES**

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

**ARTICLE XX – CERTIFICATE OF AUTHORITY**

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

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

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

**CONTRACTOR**

Signature:

[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: \_\_\_\_\_



**VENDORS LIVING WAGE AFFIDAVIT**

Any for-profit or not-for-profit vendor 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, Prevailing Wage Ordinance which requires any such vendors to pay at least **the living wage which is \$17.55 per hour** to any employee who directly expends his or her time on the services set out in the contract. All **subcontractors** whose subcontracts are at least \$25,000 **are also required** to pay the living wage.

*If you are bidding on or negotiating a service contract that meets the above criteria, you should submit this affidavit prior to the awarding of the contract. If you believe that you are exempt from the Living Wage Ordinance, complete Section 4: Exemption from Boston Jobs, Living Wage, and Prevailing 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 Office of Labor Compliance and Worker Protections of the Worker Empowerment Cabinet, telephone: (617) 918-5236, or your contracting department.

**PART 1: VENDOR INFORMATION**

Contracting Department:	
Contact Person:	
Vendor Address	
Telephone Number	
Email	

**PART 2: CONTRACT INFORMATION**

Name of Program/Project	
Contracting City of Boston Dept.	
Start Date of Contract	
End Date of Contract	
Length of Contract (Years)	

**PART 3: ADDITIONAL INFORMATION**

Total Number of “FTE” employees company wide (full-time + combined part time (Example: 24 full-time staff + 2 part-time staff working 20 hrs per week = 25 FTEs)	
Total number of individual employees who will be assigned to work on above contract	
Do you plan to hire additional employees to perform work on contract?	
If yes, how many additional FTEs do you plan to hire?	

**PART 4: EXEMPTION FROM THE BOSTON JOBS, LIVING WAGE, AND PREVAILING WAGE ORDINANCE**

Any vendor who qualifies may request one of the four categories of exemptions from the provisions of the Boston Jobs, Living Wage, and Prevailing Wage Ordinance by completing the section below. Attach any pertinent documents to this application to prove that you are exempt from the Boston Jobs, Living Wage, and Prevailing Wage Ordinance.

Please check the appropriate box(es) below indicating your exemption request. **NOTE: Unless you receive written confirmation from the Office of Labor Compliance and Worker Protections approving your exemption request, you remain covered by the Boston Jobs, Living Wage, and Prevailing Wage Ordinance.**

**Exemption Categories:**

- Construction contract awarded by the City of Boston and is subject to the state prevailing wage law;
- Contract awarded to a youth program, 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;
- Contract awarded to a work-study or cooperative educational program, provided that the contract is for stipends to students in the program; or
- Contract awarded to a vendor who provide services to the City and is awarded to a vendor who provides trainees with 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 which of the four exemptions applies to your contract and the reasons your contract is exempt from the Boston Jobs and Living Wage Ordinance (attach additional sheets if necessary).**

**PART 5: GENERAL WAIVER REASON(S)**

I hereby request a general waiver from the Boston Jobs, Living Wage, and Prevailing Wage Ordinance. The application of the Boston Jobs, Living Wage, and Prevailing Wage Ordinance to my contract violates the following state or federal statutory, regulatory or constitutional provision(s):

State the specific state or federal statutory, regulatory or constitutional provision(s), which makes compliance with the Boston Jobs, Living Wage, and Prevailing Wage Ordinance unlawful:

**GENERAL WAIVER ATTACHMENTS:**

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

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

**PART 6: 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	

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



**COVERED VENDORS LIVING WAGE AGREEMENT**

At the same time the City of Boston awards a service contract through a bid, a request for proposal or an unadvertised contact, the Covered Vendor must complete this form and submit to the City, agreeing to the following conditions. In addition, any subcontractor of the Covered Vendor shall complete this form and submit it to the City at the time the subcontract is executed, also agreeing to the following conditions:

**PART 1: COVERED VENDOR (OR SUBCONTRACTOR) INFORMATION:**

<b>Vendor Name</b>	
<b>Local Contact Person</b>	
<b>Company Address</b>	
<b>Email</b>	
<b>Telephone Number</b>	

**PART 2: WORKFORCE PROFILE OF COVERED EMPLOYEES PAID BY THE SERVICE CONTRACT OR SUBCONTRACT:**

- A. List all of the Covered Employees’ job titles with wage ranges (use additional sheets of paper if necessary). Identify the number of covered employees in each wage range. Remember, Covered Employees are only those employees that expend work hours on the contract. Additionally, all Covered Employees MUST be paid at least \$17.55/hr for hours worked on this contract.

Job Title	Wage Ranges (select from drop-down menu)

B. Total number of Covered Employees	
C. Number of Covered Employees who are Boston Residents	
D. Number of Covered Employees who are Minorities	
E. Number of Covered Employees who are Women	

**PART 3: COVERED VENDOR'S PAST EFFORTS AND FUTURE GOALS**

(Use additional sheets of paper if necessary in answering these questions)

**A. Describe your past efforts and future goals to hire low and moderate income Boston Residents.**

**B. Describe your past efforts and future goals to train Covered Employees.**

**C. Describe the potential for advancement and raises for Covered Employees.**

**D. What is the net increase and decrease in the number of jobs or jobs maintained by classification that will result from the awarding of this service contract?**

**PART 4: SUBCONTRACTS**

List all service subcontracts either awarded or that will be awarded to vendors with funds from the service contract:

SUBCONTRACTOR NAME	ADDRESS	PHONE & EMAIL	AMOUNT OF SUBCONTRACT

**NOTE:** Any Covered Vendor awarded a service contract must notify the contracting department and the Office Labor Compliance and Worker Protections within three (3) working days of signing a service contract with a vendor.

**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, Office of Labor Compliance and Worker Protections

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**PART 5: SIGNATURE**

The following statement must be completed and signed by an authorized owner, officer, or manager of the Covered Vendor. The signature of an attorney representing the Covered Vendor is not sufficient.

I, \_\_\_\_\_ (*authorized representative of the Covered Vendor*) on behalf of \_\_\_\_\_ (*name of Covered Vendor*) hereby state that the above-named Covered Vendor is committed to pay all Covered Employees not less than the Living Wage, subject to adjustment each July 1, and to comply with the provisions of the Boston Jobs, Living Wage, and Prevailing Wage Ordinance.

I swear/affirm that the information which I am providing on behalf of Covered Vendor on this Covered Vendor Agreement is true and within my own personal knowledge. I understand that I am signing under the pains and penalties of perjury.

Signature	
Date	
Position with Covered Vendor	

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



# VENDOR SET UP FORM

Vendors providing Good(s) or Service(s) to the Boston Public Health Commission are required to complete, sign, and submit this form, accompanied with a completed Request for Taxpayer Identification Number and Certification Form (W-9 Form or W-8BEN Form) to Vendor@bphc.org. In compliance with BPHC's policy, prior to providing Good(s) or Service(s) vendors are searched on the System for Award Management (SAM)

## General Information

All information provided must be identical from the Tax Form

Name (as shown on your income tax return):

Doing Business As - DBA (if different from above):

Fiscal Agent (provide letter, if applicable):

Address:

City:

State:

Zip:

Country:

Phone:

Email:

Additional Email:

Remit Address or Additional Email:

## Taxpayer Identification Number (TIN)

Social Security Number:

OR

Employer Identification Number:

Unique Entity Identifier UEI (If applicable):

## Certified Underrepresented Business Enterprise Status

If applicable, select all business types. Corresponding certification from certifying agency(ies) MUST be submitted with this form.

- Disability-owned Business Enterprise (DBE)
- Lesbian Gay Bisexual Transgender Business Enterprises (LGBTBE)
- Minority-owned Business Enterprises (MBE)
- Small Local Business Enterprise (SLBE)
- Women-owned Business Enterprises (WBE)
- Veteran-owned Business Enterprises (VBE)

### Non-Profit

Your organization must be a tax-exempt non-profit. At least 51% of the organization's Board of Directors and Voting Membership must be women and/or members of one of our statutorily defined minority groups

- Woman Only – Non-Minority and Minority Woman Combined (W/NPO)
- Minority Woman Only (M/W/NPO)
- Minority Only - Minority Woman and Men Combined (M/NPO)

For more information about business certification, visit <http://www.boston.gov/departments/economic-development> and/or <http://www.mass.gov/supplier-diversity-office>

## Payment Account Information

BPHC requires Electronic Funds Transfer (EFT)

Account Type (Select One):  Checking  Savings

Financial Institution Name: \_\_\_\_\_

Routing Number: \_\_\_\_\_ Account Number: \_\_\_\_\_

Preferred, but not required, attach Void Check or letter from Financial Institution to verify account and routing transit number. Do not send deposit slip.

BPHC's payment policy is to process payment thirty (30) days after receipt date. To help expedite payment, submit invoices in a timely manner, provide a valid Purchase Order (PO) number on invoices and email to [AccountsPayable@bphc.org](mailto:AccountsPayable@bphc.org). A detailed remittance notification of payment will be delivered to the email(s) provided above.

Update to Financial Institution and Account Change will require a Void Check or Financial Institution Letterhead

I hereby authorize BPHC to provide all payments to the above designated financial institution account.

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Payee Signature: \_\_\_\_\_

