

**THE BOSTON PUBLIC HEALTH COMMISSION  
HOUSEKEEPING SERVICES 2011 RFP**

**Bid Package**

**THE BOSTON PUBLIC HEALTH COMMISSION  
JANITORIAL SERVICES**

**APPLICATION**



March 2011

**THE BOSTON PUBLIC HEALTH COMMISSION  
HOUSEKEEPING SERVICES 2011 RFP**

**IMPORTANT DATES**

| <b><u>Date</u></b>      | <b><u>Activity</u></b>                                                                                                                                                                                                                                                                                                                                                                                                               |
|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| March 13, 2011 - Sunday | Advertising                                                                                                                                                                                                                                                                                                                                                                                                                          |
| March 14, 2011 - Monday | Bid Package / applications and instructions available for pick up at the Boston Public Health Commission located at 1010 Massachusetts Avenue, 6 <sup>th</sup> Floor, Boston, MA 02118. These materials are also available via email contact Wynndell Bishop at (617) 534-9593 or by email wbishop@bphc.org.<br><br>Compulsory Informational Session, please contact Wynndell Bishop at (617) 534-9593 or by email wbishop@bphc.org. |
| April 4, 2011- Monday   | <b><u>Bids due</u></b> - Applications must be received by <b>4:00 P.M. by mail to:</b><br><br><b>Wynndell Bishop<br/>Procurement Department<br/>Boston Public Health Commission<br/>1010 Massachusetts Ave, 2<sup>nd</sup> Floor<br/>Boston, MA 02118</b>                                                                                                                                                                            |

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

|                         |                                                   |
|-------------------------|---------------------------------------------------|
| April 8, 2011 - Friday  | Award notification (see Section 1.07 paragraph B) |
| April 18, 2011 - Monday | Contract work to begin                            |

**Contract period:**                      **April 18, 2011 – June 30, 2012 (option to extend one year)**

The RFP packet will be available at the Procurement Department at 1010 Massachusetts Ave – 6<sup>th</sup> Floor, Boston, MA 02118. Questions about the RFP must be in writing and submitted by March 16, 2011 via email. Answers provided by the Commission in response to questions by bidders will be answered in writing and will be emailed or faxed to every vendor that received a RFP application. 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. The Commission will in no way be responsible for delays caused by the United States Mail delivery or caused by any other occurrence.

**THE BOSTON PUBLIC HEALTH COMMISSION  
HOUSEKEEPING SERVICES 2011 RFP**

**TABLE OF CONTENTS**

**SECTION I**

|                                   |   |
|-----------------------------------|---|
| Instructions to Bidders           | 4 |
| Proposal Preparation Instructions | 8 |

**SECTION II**

|                                                |    |
|------------------------------------------------|----|
| Property Descriptions and<br>Scope of Services | 9  |
| Cost of Services Form                          | 23 |
| Proposal Scoring                               | 24 |
| Fiscal Rules                                   | 25 |

**SECTION III**

|                    |    |
|--------------------|----|
| Requirements       | 26 |
| Proposal Checklist | 28 |

**SECTION IV**

**Applicant Attachments**

|                               |    |
|-------------------------------|----|
| Cover Page                    | 29 |
| Business Profile              | 30 |
| Business Associate Agreement  | 35 |
| Vendors Living Wage Affidavit | 38 |
| Living Wage Compliance Form   | 41 |
| Certificate of Authority      | 44 |
| Sample Contract               | 45 |

**THE BOSTON PUBLIC HEALTH COMMISSION  
HOUSEKEEPING SERVICES 2011 RFP  
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 proposal preparation instructions for the applicant.

**Section II** contains core services requested for seven properties, proposal scoring and Fiscal rules regarding billing.

**Section III** contains the RFP requirements and Proposal checklist.

**Section IV** contains Applicant's Attachments and BPHC Attachments.

**Contracts will cover the period from April 18, 2011 – June 30, 2012 (option to extend one year)**

**INSTRUCTION TO BIDDERS**

**1.01 Bidding Documents**

- A. Instructions to Bidders: "This Instruction to Bidders" contains important information about bidding procedures and is intended to provide guidance and assistance to bidders. This "Instruction to bidders" does not change or supersede the provisions of M.G.L. Chapter 149 or any other sections or provisions of Law or the Contract Documents/Specifications. This "Instruction to Bidders" is not part of the Contract Documents/Specifications.
- B. Bid Documents: Bid documents consist of one set of Specifications and Bid application.
  - 1. Interested bidders may obtain up to two copies at no cost
  - 2. Bid sets will be issued only in complete sets.

**1.02 Bidding requirements**

- A. Compulsory Informational Session: Each bidder shall become acquainted with the site of the proposed work and become fully and completely aware of all existing conditions, existing facilities, and the character of the operations to be carried on under the proposed Contract. Each bidder shall make itself fully knowledgeable of the facilities, physical conditions, and restrictions attending the work under the Contract. Failure to make such examinations will not relieve the bidder from any obligation under the bidder's bid as submitted, nor shall it serve as the basis for change orders or equitable adjustments.

## **THE BOSTON PUBLIC HEALTH COMMISSION HOUSEKEEPING SERVICES 2011 RFP**

- B. Documents Examination: Each bidder shall thoroughly examine and become familiar with the Contract Documents/Specifications and the bidding Documents. Failure to make such examinations will not relieve the bidder from any obligation under the bidder's bid as submitted, nor shall it serve as the basis for change orders or equitable adjustments.
  - 1. Conflicts or Confusion: Prior to bidding, carefully study and compare the Contract Documents/Specifications and request clarification in all cases of apparent conflict or confusion. In cases of conflict or confusion where the Bidder did not request clarification prior to bidding, interpret the Contract Documents/Specifications to require the greater quantity, higher quality, most restrictive, and most expensive of the possible interpretations.
- C. Form of the Agreement: An example Form of Owner/Contract Agreement is Included in the bidding documents.
- C. Applicable Laws: All bids are subject to all applicable provisions of law including, without limitation, M.G.L. Chapter 149.
- D. Questions, Clarifications, and Interpretations: Bidders shall promptly notify BPHC Property Management of questions, ambiguities, inconsistencies, errors, or omissions, which they may discover upon examination of the Contract Documents/Specifications, the site, and the local conditions.
  - 1. Written Request Required: Submit written requests for clarification and interpretation to BPHC Procurement by email or Fax.
  - 2. Time Required: Request for clarifications and interpretations must be received by BPHC Property Management at least five working days (Saturdays, Sundays and Holidays excluded) prior to the date bids are due. Please note that site tours maybe set up within this time, given Property Management availability.
  - 3. Procurement Response Addenda: BPHC Procurement response will be in the form of written addenda which shall become part of the Contract.
  - 4. Documents/Specifications. Clarifications and interpretations offered by the Awarding Authority in any form other than a formal written addendum shall be invalid.
  - 5. Issuance of Addenda: Addenda will be issued by certified mail, written receipt requested, to every bidder on record as having obtained bid documents. Copies of addenda will be available at locations where Contract Documents are filed for public inspections are listed the Advertisement and these instructions to Bidders.
  - 6. Addenda must be acknowledged: Bidders shall acknowledge Addenda in the space provided on the Bid Forms. Failure of the bidder to acknowledge addenda in the spaces provided on the bid form may cause rejection of the bid by the Commission. Failure of a bidder to receive any addenda shall not relieve it from any obligation under its bid as submitted.

### **1.04 Preparation and Submission Of Bids**

- A. Completion of forms: Use only the forms furnished with the bidding documents by the Awarding Authority. Additional forms will not be mailed by BPHC Procurement Department. Alterations not permitted: Do not alter

## **THE BOSTON PUBLIC HEALTH COMMISSION HOUSEKEEPING SERVICES 2011 RFP**

forms. Do not include any recapitulations of the work to be done. Do not provide any information not requested. Do not strike out, line out, white out or erase any information.

- B. Blanks: Complete all spaces provided. Do not leave any blanks. Include “N/A” in any space not needed or used.
- C. Bid Withdrawal: Any bid may be withdrawn by mailed written request or faxed written request prior to date and time of bid opening. Withdrawn bids may be resubmitted until date and time of bid opening.
  - 1. Mail Written Request: Bid withdrawal by mail shall be in writing and shall be post-marked on or before the date and time of bid opening.
  - 2. Faxed Written Request: Bid withdrawal by fax shall be in writing and shall be received by the Authority on or before the date and time of bid opening.
  - 3. Modifications: No written, oral, telephone or telegraphic modifications to bids will be considered after the bid is received.
- D. General Bid Submission: Submit bid forms, including Certificate of Authority in a sealed envelope. Clearly and boldly identify envelope with: 1) name of the project; 2) the name of the Awarding Authority; 3) the name, business address, and business telephone number of the bidder; and 4) “HOUSEKEEPING BID ENCLOSED”. Submit bids as follows:
  - 1. Address Bids To: **The Boston Public Health Commission.**
  - 2. Deliver Bids To: **See the Invitation for Bids.**
  - 3. General Bid Due Date: **See the Invitation for Bids.**
  - 4. Bid Due Not Later Than: **See the Invitation for Bids.**

### **1.05 Tax Exemption**

- A. Taxes: The Awarding Authority is exempt from payment for Massachusetts sales tax.
- B. Awarding Authority’s Sales Tax Exemption Number: Will be provided to successful bidder.
- C. Copies of Receipts Required: In Compliance with IRS Regulations, the Contractor shall provide the Awarding Authority with the copies of all receipts for materials and products used for this Contract purchased using the Awarding Authority’s Tax Exemption Number.

### **1.06 Contract Time**

- A. Contract Time: Time is of the essence in this Contract. The Awarding Authority expects the work to begin within ten days (Saturdays, Sundays and legal Holidays excluded) after issuance of Notice To Proceed and expects the work to be performed on an ongoing basis in accordance with scope of work provided.

### **1.07 Contract Award**

- A. Bid Opening and Disposition: Bids will be open in public and bidders may be present. The bids of the three lowest General Bids may not be withdrawn for

## **THE BOSTON PUBLIC HEALTH COMMISSION HOUSEKEEPING SERVICES 2011 RFP**

(30) thirty days (Saturday, Sundays and Legal Holidays excluded) after receipt of general bids.

- B. **Contract Award:** The Contract will be awarded within (30) thirty days after receipt of general bids (Saturdays, Sundays and legal Holidays excluded) to the lowest most responsive and eligible bidder, except in the event of substitution as provided by the M.G.L. Chapter 149, in which case the procedure as required by these Sections of Law shall govern the award of the Contract. No bid shall be considered accepted until the Awarding Authority has issued a written Notice of Award sent by mail or delivered to the address given by the successful bidder on its bid form. The Commission reserves the right to extend the time period to award the contract for an additional thirty (30) days (Sat and Sun excluded).
- C. **Bids May Be Rejected:** The Awarding Authority reserves the right to waive informalities in any or all general bids; to reject any or all bids; to revise the Contract Documents and re-bid, if it is in the public interest to do so.
- D. **Definition of “Lowest Most Responsive and Eligible Bidder”:** The “Lowest Responsible and Eligible Bidder” means the General Bidder whose bid is the lowest of those General Bidders who demonstrably possess the skills, ability, and integrity necessary for faithful performance of the work, and who certify that they are able to furnish labor that can work in harmony with all other elements labor employed or to be employed on the work.

### **1.08 Documents Submission Checklist**

- A. **Housekeeping Bid Required Submittals:** On or before the date and time of receipt of Bids, Housekeeping Bidders must submit the following:

#### Application

- Cover Page
- Scope of Services
- Cost of Services
- Compliance with Boston Living Wages Ordinance
- Evidence of providing health insurance for employees

#### Attachments

- Business Profile
- Certificate of Authority
- Tax Identification Certificate
- Evidence of General Liability and Workers Compensation Coverage

**THE BOSTON PUBLIC HEALTH COMMISSION  
HOUSEKEEPING SERVICES 2011 RFP**

|                                          |
|------------------------------------------|
| <b>PROPOSAL PREPARATION INSTRUCTIONS</b> |
|------------------------------------------|

1. In writing the proposal, provide a description of how you can meet the housekeeping needs as set forth in the description of properties listed above. Please provide the cost of such services on a monthly basis and total cost for the contract period for such services. Lengthy, wordy proposals can be difficult to judge; therefore, a clear and concise proposal is requested. Carefully proofread the proposal before submission.
2. The proposal must be typed and the font should be 12 or larger. All proposals shall be entitled: **Housekeeping**.
3. When completed, check off and sign the **PROPOSAL CHECKLIST** to ensure inclusion of all requested items. Attach appendices in the order listed on checklist.
4. Do **not** bind proposals. Submit one (1) original, ink –signed application including appendix, all numbered and unbound (for ease of copying).
5. In addition, submit three (3) copies. The **PROPOSAL CHECKLIST** on the **Applicant Attachment Section** contains all of the information required in the proposal.
6. Deliver your proposal **by 4:00 PM, April 4, 2011.**

**Wynndell Bishop  
Procurement Department  
1010 Massachusetts Avenue – 2<sup>nd</sup> Floor  
Boston, MA 02118**

**DO NOT FAX**

**ALL PROPOSALS MUST BE RECEIVED BY APRIL 4, 2011 at 4:00 PM.**

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 Commission will in no way be responsible for delays caused by the United States Mail service or caused by any other occurrence.

**THE BOSTON PUBLIC HEALTH COMMISSION  
HOUSEKEEPING SERVICES 2011 RFP  
SECTION II**

**PROPERTY DESCRIPTIONS AND SCOPE OF SERVICES**

**Northampton Square**

**Property #1**

**South End Fitness Center**

35 Northampton St, High Rise, 4th floor

The fitness center is comprised of 3 floors, including Basketball Court, Weight Room, and Cardiovascular training rooms, locker rooms, aerobics studio, and pool. Approx 15,000 sq ft

Cleaning is to occur on a daily basis, 7 days per week, after gym closes (10 PM Mon-Thurs, 8 PM Fri, 6 PM Sat, and 3 PM Sun) so as not to interfere with the daily function of the facility. BPHC Property Management will provide all paper supplies, including trash receptacles

Use "Green" environmentally safe cleaning products when possible

|                                                                                                                                           | Daily | Weekly | Monthly | Other |
|-------------------------------------------------------------------------------------------------------------------------------------------|-------|--------|---------|-------|
| Vacuum and Mop floors in all exercise rooms                                                                                               | X     |        |         |       |
| Sweep and mop aerobics room                                                                                                               | X     |        |         |       |
| Clean and polish all mirrors and windows throughout the space, including windowsills                                                      | X     |        |         |       |
| Sweep and mop 2 flights of stairs                                                                                                         |       | X      |         |       |
| Mop and sanitize all shower room and locker room floors                                                                                   | X     |        |         |       |
| Clean and disinfect all shower room walls and benches                                                                                     |       | X      |         |       |
| Mop and sanitize pool stairs bi-weekly                                                                                                    |       |        |         | X     |
| Clean and sanitize all bathrooms and showers                                                                                              | X     |        |         |       |
| Restock paper supplies throughout space, including exercise rooms                                                                         | X     |        |         |       |
| Dust tops of lockers as well as every surface throughout the space not including exercise machines                                        | X     |        |         |       |
| Sweep and mop the basketball court, including under the benches daily. Use an appropriate wood floor cleaning product weekly or as needed |       |        | X       |       |
| Sweep and mop lobby leading into the locker room (3x per week)                                                                            |       |        |         | X     |
| power wash the tile floor around the pool                                                                                                 |       | X      |         |       |
| Empty all wastebaskets and replace liner                                                                                                  | X     |        |         |       |

## THE BOSTON PUBLIC HEALTH COMMISSION HOUSEKEEPING SERVICES 2011 RFP

|                                                                       |   |  |  |  |
|-----------------------------------------------------------------------|---|--|--|--|
| Dispose of all trash bags collected in BPHC Dumpster, located on site | X |  |  |  |
|-----------------------------------------------------------------------|---|--|--|--|

### **Property #2**

#### **Community Health Education Center (CHEC)**

35 Northampton St., High Rise, 5th Floor

The floor is approx. 5000 sq ft of office space, conference and break rooms. Cleaning is done 3 times per week after 6 PM, Mon-Wed-Fri, so as not to interfere with the daily activities within the building. BPHC Property Management will provide all paper supplies, including trash receptacles. All vacuuming must occur with HEPA vacuum.

Use "Green" environmentally safe cleaning products when possible

Work is to be conducted 3x per week (Mon-Wed-Fri)

|                                                                               | Daily | Weekly | Monthly | Other |
|-------------------------------------------------------------------------------|-------|--------|---------|-------|
| Vacuum all carpets and mop all floors                                         | X     |        |         |       |
| Shampoo all carpets 2x per year                                               |       |        |         | X     |
| Strip, wax and buff all floors 2x per year                                    |       |        |         | X     |
| Empty all wastebaskets and replace with new liners                            | X     |        |         |       |
| Clean and sanitize all bathrooms and restock paper supplies                   | X     |        |         |       |
| Clean and disinfect the kitchen area                                          | X     |        |         |       |
| Clean all glass- doors, windows, cabinets, etc.                               | X     |        |         |       |
| Clean and disinfect all doorknobs, light switch panels, and windowsills, etc. | X     |        |         |       |
| Dust all desks that are free of paper documents and personal belongings       | X     |        |         |       |
| Dust and clean tops of modular furniture                                      |       | X      |         |       |
| All trash is to be disposed of at BPHC dumpster on site                       | X     |        |         |       |

### **Property #3**

#### **Boston Area Health Education Center (BAHEC)**

35 Northampton St., Miranda Creamer Bldg, 2nd Floors, Boston, MA 02118

The 3rd floor is approx. 2500 sq ft of office and classroom space and approx 500 sq ft on the 1st

## THE BOSTON PUBLIC HEALTH COMMISSION HOUSEKEEPING SERVICES 2011 RFP

floor. BPHC Property Management will provide all paper supplies, including trash receptacles. All vacuuming must occur with HEPA vacuum.

Cleaning is to be done on a daily basis after 6 PM, 2x per month (every other Friday) from September- June, and 5x per week (Mon-Fri) during July and August

Use "Green" environmentally safe cleaning products when possible

|                                                                               | Daily | Weekly | Monthly | Other |
|-------------------------------------------------------------------------------|-------|--------|---------|-------|
| Vacuum all carpets and mop all floors                                         | X     |        |         |       |
| Shampoo all carpets 2x per year                                               |       |        |         | X     |
| Strip, wax and buff all floors 2x per year                                    |       |        |         | X     |
| Empty all wastebaskets and replace with new liners                            | X     |        |         |       |
| Clean and sanitize all bathrooms and restock paper supplies                   | X     |        |         |       |
| Clean and disinfect the kitchen area                                          | X     |        |         |       |
| Clean all glass- doors, windows, cabinets, etc.                               | X     |        |         |       |
| Clean and disinfect all doorknobs, light switch panels, and windowsills, etc. | X     |        |         |       |
| Dust all desks that are free of paper documents and personal belongings       | X     |        |         |       |
| Dust and clean tops of modular furniture                                      |       | X      |         |       |
| All trash is to be disposed of at BPHC dumpster on site                       | X     |        |         |       |

### **Property #4**

#### **Miscellaneous Programs (Father Friendly, etc.)**

35 Northampton St., 4th Floor, Boston, MA 02118

There are 3 offices in which the total sq ft does not exceed 400 sp ft.

BPHC Property Management will provide all paper supplies, including trash receptacles. All vacuuming must occur with HEPA vacuum.

Use "Green" environmentally safe cleaning products when possible

Cleaning is to be done on a daily basis after 5 PM

|                                                    | Daily | Weekly | Monthly | Other |
|----------------------------------------------------|-------|--------|---------|-------|
| Vacuum all carpets and mop all floors              | X     |        |         |       |
| Shampoo all carpets 2x per year                    |       |        |         | X     |
| Empty all wastebaskets and replace with new liners | X     |        |         |       |

## THE BOSTON PUBLIC HEALTH COMMISSION HOUSEKEEPING SERVICES 2011 RFP

|                                                                               |   |   |  |  |
|-------------------------------------------------------------------------------|---|---|--|--|
| Clean and sanitize all bathrooms and restock paper supplies                   | X |   |  |  |
| Clean all glass- doors, windows, cabinets, etc.                               | X |   |  |  |
| Clean and disinfect all doorknobs, light switch panels, and windowsills, etc. | X |   |  |  |
| Dust all desks that are free of paper documents and personal belongings       | X |   |  |  |
| Dust and clean tops of modular furniture                                      |   | X |  |  |
| All trash is to be disposed of at BPHC dumpster on site                       | X |   |  |  |

### **Property #5**

#### **Healthy Baby/ Healthy Child**

774 Albany St., Finland Bldg 5th Floor, Boston, MA 02118

The floor is approx. 6500 sq ft of office space (check square footage)  
BPHC Property Management will provide all paper supplies, including trash receptacles. All vacuuming must occur with HEPA vacuum.

Use "Green" environmentally safe cleaning products when possible

Cleaning is to be done on a daily basis (Mon-Fri) after 5:30 PM

|                                                                               | Daily | Weekly | Monthly | Other |
|-------------------------------------------------------------------------------|-------|--------|---------|-------|
| Vacuum all carpets and mop all floors                                         | X     |        |         |       |
| Shampoo all carpets 2x per year                                               |       |        |         | X     |
| Empty all wastebaskets and replace with new liners                            | X     |        |         |       |
| Clean and sanitize all bathrooms and restock paper supplies                   | X     |        |         |       |
| Clean and disinfect the kitchen area                                          | X     |        |         |       |
| Clean all glass- doors, windows, cabinets, etc.                               | X     |        |         |       |
| Clean and disinfect all doorknobs, light switch panels, and windowsills, etc. | X     |        |         |       |
| Dust all desks that are free of paper documents and personal belongings       | X     |        |         |       |
| Dust and clean tops of modular furniture                                      |       | X      |         |       |
| All trash is to be disposed of at BPHC dumpster on site                       | X     |        |         |       |

# THE BOSTON PUBLIC HEALTH COMMISSION HOUSEKEEPING SERVICES 2011 RFP

## Property #6

### **EMS Head Quarters**

35 Northampton St., Miranda Creamer Bldg, 1<sup>st</sup>, 3<sup>rd</sup> - 6th Floor, Boston, MA 02118

20,000 sq ft

BPHC Property Management will provide all paper supplies, including trash receptacles. All vacuuming must occur with HEPA vacuum.

Use "Green" environmentally safe cleaning products when possible

Work to occur daily (Mon-Fri) after 6 PM

|                                                                                                               | Daily | Weekly | Monthly | Other |
|---------------------------------------------------------------------------------------------------------------|-------|--------|---------|-------|
| Vacuum all carpets and mop all floors                                                                         | X     |        |         |       |
| Shampoo all carpets 2x per year                                                                               |       |        |         | X     |
| Strip and varnish VCT                                                                                         |       |        |         | X     |
| Empty all wastebaskets and replace with new liners.                                                           | X     |        |         |       |
| Clean and sanitize all bathrooms and restock paper supplies                                                   | X     |        |         |       |
| Clean and disinfect the kitchen area                                                                          | X     |        |         |       |
| Clean and wash all glass keeping free of fingerprints and smudges, etc. and maintaining streak free condition | X     |        |         |       |
| Clean and disinfect all doorknobs, light switch panels, and windowsills, etc.                                 | X     |        |         |       |
| Damp wipe waste cans                                                                                          |       | X      |         |       |
| Dust architectural louvers and grills                                                                         |       |        | X       |       |
| Wipe clean baseboards as needed                                                                               |       |        | X       |       |
| Dust all desks that are free of paper documents and personal belongings                                       | X     |        |         |       |
| Dust and clean tops of modular furniture                                                                      |       | X      |         |       |
| All trash is to be disposed of at BPHC dumpster on site                                                       | X     |        |         |       |

# THE BOSTON PUBLIC HEALTH COMMISSION HOUSEKEEPING SERVICES 2011 RFP

## **Property #7**

### **Burial Permits Office**

35 Northampton St. Boston, MA 02118

Approx 408 sq ft of office space located on the fifth floor of the High Rise Bldg

BPHC Property Management will provide all paper supplies, including trash receptacles.

All vacuuming must be done with a HEPA vacuum.

Strip and varnish VCT quarterly

Use "Green" environmentally safe cleaning products when possible

**Work to occur daily (Mon-Fri) after 5PM and (Sat-Sun) after 4PM**

|                                                                                                                                                          | Daily | Weekly | Monthly | Other |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------|---------|-------|
| Sweep and mop all floors                                                                                                                                 | X     |        |         |       |
| Empty all wastebaskets and replace with new liners.                                                                                                      | X     |        |         |       |
| Clean and wash all glass keeping free of fingerprints and smudges, etc. and maintaining streak free condition                                            | X     |        |         |       |
| Clean and disinfect all doorknobs, light switch panels, windowsills, telephones, and metal on entrance doors etc.                                        | X     |        |         |       |
| Strip and varnish VCT                                                                                                                                    |       |        |         | X     |
| Spot clean the wall for fingerprints as needed                                                                                                           |       |        |         | X     |
| Damp wipe waste cans                                                                                                                                     |       | X      |         |       |
| Dust and damp wipe all horizontal and vertical surfaces of furniture. Exclude all working surfaces that may have paper documents or personal belongings. | X     |        |         |       |
| All trash is to be disposed of at BPHC dumpster on site                                                                                                  | X     |        |         |       |

## **Property #8**

### **Boston Healthy Start Initiative**

860 Harrison Ave Boston, MA 02118

Approx 1080 sq ft of office space

BPHC Property Management will provide all paper supplies, including trash receptacles.

# THE BOSTON PUBLIC HEALTH COMMISSION

## HOUSEKEEPING SERVICES 2011 RFP

All vacuuming must be done w/ a HEPA vacuum

Strip and varnish VCT quarterly

Use "Green" environmentally safe cleaning products when possible

### Work to occur daily (Mon-Fri) after 6PM

|                                                                                                                   | Daily | Weekly | Monthly | Other |
|-------------------------------------------------------------------------------------------------------------------|-------|--------|---------|-------|
| Sweep and mop all floors                                                                                          | X     |        |         |       |
| Dust mop and damp mop all uncarpeted floors                                                                       | X     |        |         |       |
| Empty all wastebaskets and replace with new liners.                                                               | X     |        |         |       |
| Clean and wash all glass keeping free of fingerprints and smudges, etc. and maintaining streak free condition     | X     |        |         |       |
| Clean and disinfect all doorknobs, light switch panels, windowsills, telephones, and metal on entrance doors etc. | X     |        |         |       |
| Strip and varnish VCT                                                                                             |       |        |         | X     |
| Damp wipe waste cans                                                                                              |       | X      |         |       |
| Dust architectural louvers and grills                                                                             |       |        | X       |       |
| Wipe clean baseboards as needed                                                                                   |       |        | X       |       |
| Dust all desks that are free of paper documents and personal belongings                                           | X     |        |         |       |
| All trash is to be disposed of at BPHC dumpster on site                                                           | X     |        |         |       |

**THE BOSTON PUBLIC HEALTH COMMISSION**  
**HOUSEKEEPING SERVICES 2011 RFP**  
**Finland Building- Addiction Services**

**Property #9**

**Various Programs (Addiction Prevention Services, SAS Bureau Offices, Needle Exchange, Men's Health Program, Counseling/ Group Rooms, Moms and MORE Program)**

774 Albany St., Finland Bldg, 1st-4th floors, Boston, MA 02118

26,000 sq ft

Contractor responsible for all office space, group and counseling rooms

hallways and restrooms are excluded

BPHC Property Management will provide all paper supplies, including trash receptacles

Work is to be conducted 3x per week (Mon-Wed-Fri)

|                                                                                                               | Daily | Weekly | Monthly | Other |
|---------------------------------------------------------------------------------------------------------------|-------|--------|---------|-------|
| Vacuum all carpets. Sweep and mop all uncarpeted floors                                                       | X     |        |         |       |
| Shampoo all carpets 2x per year                                                                               |       |        |         | X     |
| Empty all wastebaskets and replace with new liners.                                                           | X     |        |         |       |
| Clean and wash all glass keeping free of fingerprints and smudges, etc. and maintaining streak free condition | X     |        |         |       |
| Clean and disinfect all doorknobs, light switch panels, and windowsills, etc.                                 | X     |        |         |       |
| Dust all desks that are free of paper documents and personal belongings                                       | X     |        |         |       |
| Dust and clean tops of modular furniture                                                                      |       | X      |         |       |
| All trash is to be disposed of at BPHC dumpster on site                                                       | X     |        |         |       |

**THE BOSTON PUBLIC HEALTH COMMISSION**  
**HOUSEKEEPING SERVICES 2011 RFP**  
**Mattapan Campus**

**Property # 10 & 11**

**MDPH Offices**

Entre Familia 209 River St. approx 8300 sq ft

Daycare 211 River St. approx 4300 sq ft

Deposit all trash in the designated dumpster area or in a trash room. No waste bags will be laid directly onto any carpet. Only trash placed in waste containers or clearly marked "TRASH" will be removed

BPHC Property Management will provide all paper supplies, including trash receptacles

Use "Green" environmentally safe cleaning products when possible

Execute building security requirements and procedures.

| <b>Offices and Conference Rooms</b>                                                                                                                                                                        | <b>Daily</b> | <b>Weekly</b> | <b>Monthly</b> | <b>Other</b> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|---------------|----------------|--------------|
| empty all trash receptacles and replace plastic liners (all cardboard boxes designated as "TRASH" removed)                                                                                                 | X            |               |                |              |
| Dust all furniture including desks, filing cabinets, credenzas, countertops, telephones, partitions, display units, picture frames, and window ledges (paperwork and personal items will not be disturbed) | X            |               |                |              |
| clean and disinfect all telephone handsets                                                                                                                                                                 | X            |               |                |              |
| wipe clean and disinfect all door jambs, door handles, door knobs, light switches, and switch plates minimizing cross-contamination                                                                        | X            |               |                |              |
| Wipe and clean furniture ONLY when cleared of materials                                                                                                                                                    |              | X             |                |              |
| remove fingerprints and smudges from walls and horizontal surfaces                                                                                                                                         |              | X             |                |              |
| dust all high shelves, surfaces, and corners beyond reach of normal dusting up to 96 inches                                                                                                                |              | X             |                |              |
| Vacuum under desk and hard to reach placed                                                                                                                                                                 |              | X             |                |              |
| Damp wipe exterior of trash cans                                                                                                                                                                           |              | X             |                |              |
| wash all internal partition glass                                                                                                                                                                          |              | X             |                |              |
| Vacuum all air vents to remove airborne contaminants and improve on indoor air quality                                                                                                                     |              |               | X              |              |
| vacuum all upholstered furniture in reception area                                                                                                                                                         |              |               | X              |              |
| Wipe down blinds with treated duster                                                                                                                                                                       |              |               | X              |              |

**THE BOSTON PUBLIC HEALTH COMMISSION  
HOUSEKEEPING SERVICES 2011 RFP**

| <b>Floor Care: Carpet, Tile, Wood, Concrete</b> | Daily | Weekly | Monthly | Other |
|-------------------------------------------------|-------|--------|---------|-------|
| spot mop office- tile                           | X     |        |         |       |
| Mop office floor-tile                           | X     |        |         |       |
| Remove all spots from carpeted areas            |       | X      |         |       |
| spray buff lobby floor-site                     |       | X      |         |       |

| <b>Lunchrooms</b>                                                    | Daily | Weekly | Monthly | Other |
|----------------------------------------------------------------------|-------|--------|---------|-------|
| Clean with disinfectant all kitchen counters, tables, and sinks      | X     |        |         |       |
| Remove fingerprints and smudges from walls, doors and light switches | X     |        |         |       |
| Remove trash and replace plastic liner                               | X     |        |         |       |
| Wipe clean exterior of trash can                                     | X     |        |         |       |
| dust mop and damp mop uncarpeted floor                               | X     |        |         |       |
| Wipe clean chairs and tables                                         | X     |        |         |       |
| Wipe clean vending machines                                          | X     |        |         |       |
| Wipe clean outside of refrigerator and microwave                     |       | X      |         |       |
| Wipe clean inside of refrigerator per request                        |       | X      |         |       |

| <b>Restrooms/ Laundry</b>                                                                                  | Daily | Weekly | Monthly | Other |
|------------------------------------------------------------------------------------------------------------|-------|--------|---------|-------|
| Clean with disinfectant all restroom fixtures (bowls, basins, seats, urinals, and ceramic tiles thoroughly | X     |        |         |       |
| Polish fixtures, dispensers and mirrors                                                                    | X     |        |         |       |
| Clean and wash with disinfectant all restroom floors, walls or partitions, and baseboards                  | X     |        |         |       |
| Remove all trash, replace plastic liners, and wipe clean receptacles                                       | X     |        |         |       |
| Refill all soap, towels, and tissue                                                                        | X     |        |         |       |
| Clean walls behind urinals and toilets                                                                     | X     |        |         |       |
| damp mop floors with disinfectant                                                                          | X     |        |         |       |
| remove all smudges, fingerprints, and dust from all entrance glass and internal partition glass            |       | X      |         |       |

| <b>Entrances and Lobbies</b>                                                                                                            | Daily | Weekly | Monthly | Other |
|-----------------------------------------------------------------------------------------------------------------------------------------|-------|--------|---------|-------|
| Vacuum Carpets                                                                                                                          | X     |        |         |       |
| Clean and wash all lobby glass up to entrance door height. Removing all fingerprints and smudges and maintaining streak free appearance | X     |        |         |       |
| Collect trash and replace liners                                                                                                        | X     |        |         |       |
| clean and disinfect all telephone handsets                                                                                              | X     |        |         |       |
| Clean entrance area                                                                                                                     | X     |        |         |       |
| Clean furniture and/ or equipment                                                                                                       | X     |        |         |       |

**THE BOSTON PUBLIC HEALTH COMMISSION  
HOUSEKEEPING SERVICES 2011 RFP**

|                                                                |   |   |   |  |
|----------------------------------------------------------------|---|---|---|--|
| Clean metal trim on entrance doors                             | X |   |   |  |
| Dust mop and damp mop all uncarpeted floors                    | X |   |   |  |
| Clean and polish water fountains                               | X |   |   |  |
| Clean and disinfect public phones                              | X |   |   |  |
| Clean common area signs, tenant directories and elevator signs | X |   |   |  |
| Vacuum mats inside entrance door, spot clean mats              | X |   |   |  |
| Vacuum all upholstered furniture                               | X |   |   |  |
| Wash private entrance door glass and kick plates on both sides |   | X |   |  |
| Damp wipe trash cans                                           |   | X |   |  |
| Wash floor mats                                                |   | X |   |  |
| Dust exterior of all light fixtures                            |   | X |   |  |
| Wash interior glass windows                                    |   | X |   |  |
| Dust architectural louvers and grills                          |   |   | X |  |
| Wipe clean baseboards                                          |   |   | X |  |
| Dust vertical surfaces, walls, and woodwork up to 96 inches    |   |   | X |  |

|                                        |       |        |         |       |
|----------------------------------------|-------|--------|---------|-------|
| <b>Elevators</b>                       | Daily | Weekly | Monthly | Other |
| dust mop and damp mop uncarpeted floor | X     |        |         |       |
| clean doors, walls, and door tracks    | X     |        |         |       |
| clean fixtures and elevator panels     | X     |        |         |       |
| Vacuum and spot clean carpet           | X     |        |         |       |

|                                                          |       |        |         |       |
|----------------------------------------------------------|-------|--------|---------|-------|
| <b>Corridors</b>                                         | Daily | Weekly | Monthly | Other |
| Vacuum and spot clean carpets                            | X     |        |         |       |
| spot clean walls and doors                               | X     |        |         |       |
| clean and polish water fountains                         | X     |        |         |       |
| wash private door entrances in both sides                | X     |        |         |       |
| dust mop and spot mop uncarpeted floors                  | X     |        |         |       |
| Dust fixtures, fire boxes, extinguishers, pictures, etc. |       |        | X       |       |
| Dust all picture frames and wall hangings                |       |        | X       |       |
| Vacuum air vents                                         |       |        | X       |       |

|                                           |       |        |         |       |
|-------------------------------------------|-------|--------|---------|-------|
| <b>Stairways and Landings</b>             | Daily | Weekly | Monthly | Other |
| Sweep and dust mop all steps and landings | X     |        |         |       |
| Dust railings, ledges, doors, etc.        | X     |        |         |       |
| Damp mop all steps and landings           | X     |        |         |       |
| Wipe clean doors and door kick plates     | X     |        |         |       |

|                           |       |        |         |       |
|---------------------------|-------|--------|---------|-------|
| <b>Loading Dock Areas</b> | Daily | Weekly | Monthly | Other |
|---------------------------|-------|--------|---------|-------|

**THE BOSTON PUBLIC HEALTH COMMISSION  
HOUSEKEEPING SERVICES 2011 RFP**

|                                              |   |  |  |  |
|----------------------------------------------|---|--|--|--|
| Clean areas in and around loading dock       | X |  |  |  |
| broom clean hallway or area to and from dock | X |  |  |  |

**Special Services Available**

*Shampoo carpet when required at additional cost:*

Detail vacuums all areas, corners, and edges

Pre-treat all spots, stains, and traffic lanes

Machine scrub all spots, stains, and traffic lanes

Hot water extract "steam clean" all exposed carpeting

*Strip and Refinish when required at an additional cost:*

Machine scrub and chemically strip all VCT flooring to remove all soils, scratches, scuffs, and old finish

Clear water rinse floor adding neutralizer as needed

Apply 2 coats of sealer to protect flooring

Apply 4 coats of high gloss non-slip acrylic finish

*Initial cleaning when required at additional cost:*

Perform all tasks as required according to agreed to specifications

To include items listed as weekly, monthly, and annually in the specs

Work to be completed during the account start up period

Recommended for all locations that have gone without a professional cleaning service for more than one cleaning or for accounts with sufficient deficiencies. (Excludes strip and refinish and carpet shampooing quoted separately)

# THE BOSTON PUBLIC HEALTH COMMISSION

## HOUSEKEEPING SERVICES 2011 RFP

### Property # 12

#### **Healthy Baby Food Bank**

201 River Street, Mattapan, MA

3700 sq ft

Service Frequency 2x/week (Tuesday and Thursday)

BPHC Property Management will provide all paper supplies, including trash receptacles.

Use "Green" environmentally safe cleaning products when possible

Linda Axell

[laxell@bphc.org](mailto:laxell@bphc.org)

617-799-1630

| <b>Offices, Conf Rooms, Reception Areas</b>                                                                                                                                                                | Daily | Weekly | Monthly | Other |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------|---------|-------|
| empty all trash receptacles and wipe clean trash receptacles (all cardboard boxes designated as "TRASH" removed)                                                                                           | X     |        |         |       |
| remove all smudges, fingerprints, and dust from all entrance glass and internal partition glass                                                                                                            | X     |        |         |       |
| Dust all furniture including desks, filing cabinets, credenzas, countertops, telephones, partitions, display units, picture frames, and window ledges (paperwork and personal items will not be disturbed) | X     |        |         |       |
| Wipe and clean furniture ONLY when cleared of materials                                                                                                                                                    |       | X      |         |       |
| clean and disinfect all telephone handsets                                                                                                                                                                 | X     |        |         |       |
| wipe clean and disinfect all door jambs, door handles, door knobs, light switches, and switch plates minimizing cross-contamination                                                                        | X     |        |         |       |
| remove fingerprints and smudges from walls and horizontal surfaces                                                                                                                                         |       | X      |         |       |
| dust all high shelves, surfaces, and corners beyond reach of normal dusting up to 96 inches                                                                                                                |       |        | X       |       |
| Vacuum all air vents to remove airborne contaminants and improve on indoor air quality                                                                                                                     |       | X      |         |       |
| vacuum all upholstered furniture in reception area                                                                                                                                                         | X     |        |         |       |
| wash all internal partition glass                                                                                                                                                                          |       |        | X       |       |

| <b>Floor Care: Carpet, Tile, Wood, Concrete</b>                 | Daily | Weekly | Monthly | Other |
|-----------------------------------------------------------------|-------|--------|---------|-------|
| Vacuum all carpets                                              | X     |        |         |       |
| Vacuum corners, edges, under desks and all hard to reach places | X     |        |         |       |
| Remove all spots from carpeted areas                            |       |        | X       |       |
| Dust mop or vacuum All uncarpeted floor areas                   | X     |        |         |       |
| Damp mop all uncarpeted floor areas                             | X     |        |         |       |

**THE BOSTON PUBLIC HEALTH COMMISSION  
HOUSEKEEPING SERVICES 2011 RFP**

| <b>Kitchens and Lunchrooms</b>                                                              | Daily | Weekly | Monthly | Other |
|---------------------------------------------------------------------------------------------|-------|--------|---------|-------|
| Clean with disinfectant all kitchen counters, tables, and sinks                             | X     |        |         |       |
| Remove fingerprints and smudges from walls, doors and light switches                        | X     |        |         |       |
| Wipe clean outside of refrigerator and microwave                                            | X     |        |         |       |
| Wipe clean inside microwave                                                                 |       |        | X       |       |
| Wipe clean inside of refrigerator                                                           |       |        | X       |       |
| dust all high shelves, surfaces, and corners beyond reach of normal dusting up to 96 inches |       |        | X       |       |

| <b>Restrooms</b>                                                                          | Daily | Weekly | Monthly | Other |
|-------------------------------------------------------------------------------------------|-------|--------|---------|-------|
| Clean with disinfectant all restroom fixtures thoroughly                                  | X     |        |         |       |
| Polish fixtures, dispensers and mirrors                                                   | X     |        |         |       |
| Clean and wash with disinfectant all restroom floors, walls or partitions, and baseboards | X     |        |         |       |
| Remove all trash, replace plastic liners, and wipe clean receptacles                      | X     |        |         |       |
| Refill all soap, towels, and tissue                                                       | X     |        |         |       |

# THE BOSTON PUBLIC HEALTH COMMISSION HOUSEKEEPING SERVICES 2011 RFP

## Methadone Clinic

### Property # 13

#### **Methadone Clinic**

300 Frontage Road, Boston, MA 02118

Approx 3200 sq ft

BPHC Property Management will provide all paper supplies, including trash receptacles.

Strip and varnish VCT quarterly

Use "Green" environmentally safe cleaning products when possible

**Work to occur daily (Mon-Fri) between 11-2:30. Nurse must be present per DEA regulations**

|                                                                                                               | Daily | Weekly | Monthly | Other |
|---------------------------------------------------------------------------------------------------------------|-------|--------|---------|-------|
| Sweep and mop all floors                                                                                      | X     |        |         |       |
| Strip and varnish VCT                                                                                         |       |        |         | X     |
| Empty all wastebaskets and replace with new liners.                                                           | X     |        |         |       |
| Clean and sanitize all bathrooms and restock paper supplies                                                   | X     |        |         |       |
| Clean and disinfect the kitchenette area                                                                      | X     |        |         |       |
| Clean and wash all glass keeping free of fingerprints and smudges, etc. and maintaining streak free condition | X     |        |         |       |
| Clean and disinfect all doorknobs, light switch panels, and windowsills, etc.                                 | X     |        |         |       |
| Damp wipe waste cans                                                                                          |       | X      |         |       |
| Dust architectural louvers and grills                                                                         |       |        | X       |       |
| Wipe clean baseboards as needed                                                                               |       |        | X       |       |
| Dust all desks that are free of paper documents and personal belongings                                       | X     |        |         |       |
| Dust and clean tops of modular furniture                                                                      |       | X      |         |       |
| All trash is to be disposed of at BPHC dumpster on site                                                       | X     |        |         |       |

**THE BOSTON PUBLIC HEALTH COMMISSION  
HOUSEKEEPING SERVICES 2011 RFP**

|                         |
|-------------------------|
| <b>COST OF SERVICES</b> |
|-------------------------|

| <b>Properties</b> | <b>Cost per Month</b> | <b>Cost FY'11</b> | <b>Cost FY'12</b> |
|-------------------|-----------------------|-------------------|-------------------|
| Property #1       | _____                 | _____             | _____             |
| Property #2       | _____                 | _____             | _____             |
| Property #3       | _____                 | _____             | _____             |
| Property #4       | _____                 | _____             | _____             |
| Property #5       | _____                 | _____             | _____             |
| Property #6       | _____                 | _____             | _____             |
| Property #7       | _____                 | _____             | _____             |
| Property #8       | _____                 | _____             | _____             |
| Property #9       | _____                 | _____             | _____             |
| Property #10      | _____                 | _____             | _____             |
| Property #11      | _____                 | _____             | _____             |
| Property #12      | _____                 | _____             | _____             |
| Property #13      | _____                 | _____             | _____             |
| <b>Total Cost</b> |                       | _____             | _____             |

**\*Please provide alternate pricing if supplier is to furnish its own paper supplies.**

**THE BOSTON PUBLIC HEALTH COMMISSION  
HOUSEKEEPING SERVICES 2011 RFP**

|                         |                  |
|-------------------------|------------------|
| <b>Proposal Scoring</b> | <b>50 POINTS</b> |
|-------------------------|------------------|

**Organizational Experience**

- 1) Describe your organization's experience and capacity to provide housekeeping services in the Boston area and history of working with health care provider organization like the Boston Public Health Commission. Briefly describe all past and ongoing training of employees regarding insuring the security and privacy of confidential information of clients. **(20 points)**
- 2) All references will be contacted by the Boston Public Health Commission, and asked to rate the company on a variety of questions using a standard reference form. **(20 points)**
- 3) Please describe any health insurance plan offered to employees, and the cost of such health insurance to such employees. Please provide wage, benefit, (health insurance) for both full time and part time employees. **(10 points)**

|             |                  |
|-------------|------------------|
| <b>Cost</b> | <b>50 POINTS</b> |
|-------------|------------------|

Applicant vendor **SHALL** provide a **summary** of the cost of proposed services for **each** of the building/properties listed above on a monthly basis and for the contract period. Additionally, the applicant vendor **SHALL** provide a collective summary of the cost of proposed services for all buildings described above on a monthly basis and for the contract period.

|                                        |                   |
|----------------------------------------|-------------------|
| <b>Total (Proposal Scoring + Cost)</b> | <b>100 POINTS</b> |
|----------------------------------------|-------------------|

**THE BOSTON PUBLIC HEALTH COMMISSION  
HOUSEKEEPING SERVICES 2011 RFP  
BOSTON PUBLIC HEALTH COMMISSION**

**FY 2011  
FISCAL RULES**

**A. INVOICING**

- 1) Agencies use the standard invoice or an invoice format with the same information (i.e. budget, invoice amount, cumulative, balance). Payments are cost reimbursement based on the budget. Invoices must be typed or printed by computer; hand written invoices are not acceptable.
- 2) Invoices are submitted monthly, within 15 days of the month's end. The final invoice must be submitted by June 17, 2012.
- 3) Invoices without the required information or documentation will not be processed. Instead, the vendor is informed in writing of the deficiency to be corrected, and the invoice is held.
- 4) Monthly invoices are paid within 30 days of receipt. Any pending checks are held if complete quarterly program progress reports are not received when due and/or if fiscal documentation is incomplete, and agencies are informed in writing.

Invoices are sent to:

Xhudita Luli,  
Accounts Payable Manager  
Boston Public Health Commission  
1010 Massachusetts Avenue  
Boston, MA 02118

**THE BOSTON PUBLIC HEALTH COMMISSION  
HOUSEKEEPING SERVICES 2011 RFP  
SECTION III**

|                     |
|---------------------|
| <b>REQUIREMENTS</b> |
|---------------------|

- 1) Vendor Applicant must pay workers the Boston Living Wage rate as determined on an annual basis by the City of Boston pursuant to the City of Boston Living Wages Ordinances. The current Boston living wages for the City of Boston is \$12.17 per hour.
- 2) Vendor Applicant must provide health insurance coverage for its employees and family members who work 20 hours or more per week. (Please submit evidence of employer health insurance coverage for employees including employee cost, if any, for such health insurance coverage.
- 3) Vendor Applicant agrees not to subcontract or franchise any part of the scope of services of this contract to any other person, independent contractor, business or any other entity, without prior written approval from the Boston Public Health Commission. All approved contracting must abide by the original terms of the bid proposal.
- 4) All work performed under the contract shall be performed by employees of the vendor selected by the Boston Public Health Commission (BPHC). The names and identity of all employees of the vendor must be provided to the BPHC prior to that employee's performance of work at any of the work sites. No unauthorized persons shall be allowed on BPHC property.
- 5) Vendor Applicant agrees to perform criminal offense background check on each of its employees prior to permitting the employee to perform services on BPHC property. Vendor Applicant must submit evidence of such criminal background check upon the request of the BPHC.
- 6) 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 include the Vendor Applicant's employee's access to such information. Therefore, the BPHC requires the Vendor Applicant to sign a Business Associate Agreement to protect the privacy of the clients of the BPHC.
- 7) Without limiting the responsibility of the Vendor Applicant for the proper conduct of its personnel and the cleaning of the areas to be serviced hereunder, the conduct of the cleaning personnel hereunder is to be guided by rules and regulations as set forth by the BPHC, and such additional written instructions as may be issued by the BPHC to the Vendor Applicant from time to time through its designated agent.

**THE BOSTON PUBLIC HEALTH COMMISSION  
HOUSEKEEPING SERVICES 2011 RFP**

- 8) The Vendor Applicant is responsible for the direct supervision of its personnel through its designated representative, and such representative will, in turn, be available at all reasonable times to report and confer with the designated agents of the BPHC with respect to services rendered.

|                             |
|-----------------------------|
| <b>CONTRACT INFORMATION</b> |
|-----------------------------|

**Cancellation:**

The Boston Public Health Commission may during the proposal review process, or at any time prior to award, cancel this request for proposals or reject all proposals, if BPHC determines its best interest or the best interest of the BPHC will be served by such action. Notice of the cancellation will be made to the applicants or potential applicants, as appropriate. BPHC also reserves the right to award the contracts as it deems to be in the public interest.

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

**THE BOSTON PUBLIC HEALTH COMMISSION  
HOUSEKEEPING SERVICES 2011 RFP**

**PROPOSAL CHECKLIST**

Do **not** bind proposals. Submit one (1) original, ink –signed application including appendix, all numbered and unbound (for ease of copying).

In addition, submit five (5) copies with 5 sets of attachments and appendices must include all required information and must follow the format, in the order, outlined below:

**Application**

|       |                                                                                                                                                      |              |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| _____ | Cover Page                                                                                                                                           | (Page 29)    |
| _____ | Scope of Services                                                                                                                                    | (Pages 9-22) |
| _____ | Cost of Services                                                                                                                                     | (Page 23)    |
| _____ | Evidence of providing health insurance for employees (Please provide proof of insurance coverage and health insurance manual provided to employees). |              |
| _____ | Tax Identification Certificate                                                                                                                       |              |
| _____ | Evidence of General Liability and Workers Compensation Coverage                                                                                      |              |

**Attachments**

|       |                                               |               |
|-------|-----------------------------------------------|---------------|
| _____ | Business Profile                              | (Page 30)     |
| _____ | Business Associate Agreement                  | (Pages 35-37) |
| _____ | Compliance with Boston Living Wages Ordinance | (Pages 38-43) |
| _____ | Certificate of Authority                      | (Page 44)     |
| _____ | BPHC Standard Contract                        | (Page 35-51)  |

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

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**THE BOSTON PUBLIC HEALTH COMMISSION  
HOUSEKEEPING SERVICES 2011 RFP  
SECTION IV**

ATTACHMENT A

**COVER PAGE:**

|                                       |       |
|---------------------------------------|-------|
| Legal name of applicant organization: | _____ |
| Address:                              | _____ |
| City, state, zip:                     | _____ |
| Telephone:                            | _____ |
| Fax:                                  | _____ |
| FIN#:                                 | _____ |
| Executive Director (if applicable):   | _____ |

Amount requested in this proposal: \$ \_\_\_\_\_

Authorized Contract/Grant signature person (title) for the agency:

\_\_\_\_\_

Program/reporting contact: \_\_\_\_\_

Fiscal contact: \_\_\_\_\_

If submitted as a Collaborative Proposal, name(s) of collaborating agency or agencies:

\_\_\_\_\_  
\_\_\_\_\_

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 Property Management request for proposal.

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

Title \_\_\_\_\_

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**THE BOSTON PUBLIC HEALTH COMMISSION  
HOUSEKEEPING SERVICES 2011 RFP**

ATTACHMENT B

**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 Proposals, Advertisement, Purchase Description and Specifications and/or other contract documents, titled:

\_\_\_\_\_  
\_\_\_\_\_

and dated: \_\_\_\_/\_\_\_\_/\_\_\_\_, the terms of which 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. Documents Included**

In addition to this RFP Form, this response includes the following documents:

\_\_\_\_\_  
\_\_\_\_\_

**C. Price Proposed**

1. The total proposed price for this contract is: \$ \_\_\_\_\_

\_\_\_\_\_

**Notice: In words and figures; you may attach a separate schedule.**

2. The price components of the proposal are:

\_\_\_\_\_

**THE BOSTON PUBLIC HEALTH COMMISSION  
HOUSEKEEPING SERVICES 2011 RFP**

**Notice: Complete as required in Price Requirements in the Purchase Description and Specifications, e.g., rates, price changes, first fiscal year, total contract period, etc. You may attach a separate schedule.**

**D. References**

1. List three (3) or more contracts on which you served as contractor or have provided goods or services, as the case may be, within the past two (2) years (unless a lesser or greater period is specified by the Official) for work of similar character as required in the Request for Proposals.

**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: \_\_\_\_\_

**Reference 3**

Nature of Contract: \_\_\_\_\_

Company or Entity: \_\_\_\_\_

Contact Name & Phone #: \_\_\_\_\_

Amount of Contract: \_\_\_\_\_

**2. Bank References**

Name of Bank & Phone #: \_\_\_\_\_

Name of Bank & Phone #: \_\_\_\_\_

Name of Bank & Phone #: \_\_\_\_\_

**E. Legal Form of Business Entity**

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

**THE BOSTON PUBLIC HEALTH COMMISSION  
HOUSEKEEPING SERVICES 2011 RFP**

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

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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:

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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:

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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:

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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 Laws c. 110, sec. 5 was filed:

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# THE BOSTON PUBLIC HEALTH COMMISSION

## HOUSEKEEPING SERVICES 2011 RFP

G. Taxpayer Identification Number\* (the number on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941) is:

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\*If individual, use Social Security Number: \_\_\_\_\_

H. Have been in business under present business name \_\_\_\_\_ years.

I. Have you or any other principals ever failed to complete any work awarded? \_\_\_\_\_

If answer is yes, state circumstances: \_\_\_\_\_

---

J. 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.)

K. 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.

L. 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 bids 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 bidders.

M. *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.

**THE BOSTON PUBLIC HEALTH COMMISSION  
HOUSEKEEPING SERVICES 2011 RFP**

N. 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: \_\_\_\_\_

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 bid must so state, giving the address of the Individual. If submitted by a partnership, the bid must be signed by a partner designated as such. If submitted by a corporation, trust or joint venture, the bid must be signed by a duly authorized officer or agent of such corporation, trust or joint venture.*

**Approved as to form by the Office of General Counsel September 1998.  
This Form is void and without legal effect if altered in any way.**

**THE BOSTON PUBLIC HEALTH COMMISSION  
HOUSEKEEPING SERVICES 2011 RFP**

**ATTACHMENT C**

**BOSTON PUBLIC HEALTH COMMISSION  
BUSINESS ASSOCIATE AGREEMENT**

This Agreement is made effective the \_\_\_\_ of \_\_\_\_\_, 2003, by and between the Boston Public Health Commission, "BPHC", and \_\_\_\_\_, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

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

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

THEREFORE, in consideration of the Parties' continuing obligations under this Agreement, compliance with the HIPAA Privacy Rule, 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 Rule 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 Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Agreement shall control.

The term "Protected Health Information" 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.

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by BPHC and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by BPHC or its operating units to Business Associate or is created or received by Business Associate on BPHC's behalf shall be subject to this Agreement.

# **THE BOSTON PUBLIC HEALTH COMMISSION**

## **HOUSEKEEPING SERVICES 2011 RFP**

### **II. CONFIDENTIALITY REQUIREMENTS**

(a) Business Associate agrees:

- (i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom BPHC is required to disclose such information or as otherwise permitted under this Agreement, (if consistent with the HIPAA Privacy Rule), and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by BPHC;
- (ii) at termination of this Agreement, or any similar documentation of the business relationship of the Parties, or upon request of BPHC, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of BPHC that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, 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 not feasible; and
- (iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of BPHC, 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.

(b) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

(i) if necessary, 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:

(A) the disclosure is required by law; or

(B) 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;

(ii) for data aggregation services, if to be provided by Business Associate for the health care operations of BPHC pursuant to any agreements between the Parties evidencing their business relationship.

(c) Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to use and disclosure of Protected Health Information to ensure BPHC's compliance with the terms of the HIPAA Privacy Rule. Business Associate shall report to BPHC any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it 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 Protected Health Information by Business Associate in violation of the requirements of this Agreement.

### **III. AVAILABILITY OF PHI**

Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Sections 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 Protected Health Information.

**THE BOSTON PUBLIC HEALTH COMMISSION  
HOUSEKEEPING SERVICES 2011 RFP**

**IV. TERMINATION**

Notwithstanding anything in this Agreement to the contrary, BPHC shall have the right to terminate this Agreement and the Arrangement Agreement immediately if BPHC determines that Business Associate has violated any material term of this Agreement. If BPHC reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, BPHC gives notice to Business Associate of such belief, and Business Associate fails to provide adequate written assurances to BPHC that it will not breach the cited term of this Agreement then BPHC shall have the right to terminate this Agreement and the Arrangement Agreement immediately.

**V. MISCELLANEOUS**

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to this Agreement do not intend to create any rights in any third parties. 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.

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.

The Parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to BPHC contains provisions relating to the use or disclosure of Protected Health Information 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 Protected Health Information.

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: \_\_\_\_\_

**THE BOSTON PUBLIC HEALTH COMMISSION  
HOUSEKEEPING SERVICES 2011 RFP**

ATTACHMENT E  
Form LW-8 May 2010

**JOBS AND LIVING WAGE ORDINANCE  
THE LIVING WAGE DIVISION (617) 534-4322  
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 \$12.17 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 form 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: \_\_\_\_\_

**THE BOSTON PUBLIC HEALTH COMMISSION  
HOUSEKEEPING SERVICES 2011 RFP**

**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.

**THE BOSTON PUBLIC HEALTH COMMISSION  
HOUSEKEEPING SERVICES 2011 RFP**

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):

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**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 makes compliance with the Boston Public Health Commission And Living Wage Ordinance unlawful:

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**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):

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**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: \_\_\_\_\_

# LIVING WAGE COMPLIANCE FORM

**PART I: Covered Vendor (or Subcontractor) Information:**

E-Mail Address:

**PART III: Workforce Profile of Covered Employees paid by the Service Contract or Subcontract:** \_\_\_\_\_

| JOB TITLE | < \$12.17 p/h | \$12.17 p/h-<br>\$16.80 p/h | \$16.81 p/h<br>-25.38 p/h | > \$25.28 p/h |
|-----------|---------------|-----------------------------|---------------------------|---------------|
|           |               |                             |                           |               |
|           |               |                             |                           |               |
|           |               |                             |                           |               |
|           |               |                             |                           |               |
|           |               |                             |                           |               |

**THE BOSTON PUBLIC HEALTH COMMISSION  
HOUSEKEEPING SERVICES 2011 RFP**

**PART IV: Covered Vendor's Past Efforts and Future Goals (Use additional sheets of paper if necessary in answering any of these questions):**

Describe your past efforts and future goals to hire low and moderate income Boston Residents:

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Describe your past efforts and future goals to train Covered Employees:

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Describe the potential for advancement and raises for Covered Employees:

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What is the net increase and decrease in number of jobs or number of jobs maintained by classification that will result from the awarding of the Service Contract:

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**PART V: Service Contracts**

List all Service Subcontractors either awarded or that will be awarded to vendors with funds from the Service Contract:

| Subcontractor | Address | Amount of Sub-Contract |
|---------------|---------|------------------------|
|               |         |                        |
|               |         |                        |
|               |         |                        |

Note: Any Covered Vendor awarded a Service Contract must notify the Contracting Department with Three (3) working days of signing a Service Subcontract with a Vendor.

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

PART VI: 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, (print or type) \_\_\_\_\_ (Authorized Representative of the Covered Vendor) on behalf of (print or type) \_\_\_\_\_  
(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 and Living 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

**THE BOSTON PUBLIC HEALTH COMMISSION  
HOUSEKEEPING SERVICES 2010 RFP**

ATTACHMENT F

**CERTIFICATE OF AUTHORITY  
(For Corporations Only)**

\_\_\_\_\_  
(Current Date)

At a meeting of the Directors of the \_\_\_\_\_  
(Name of Corporation)

duty called and held at \_\_\_\_\_ on the  
(Address)

\_\_\_\_\_ day of \_\_\_\_\_, at which a quorum was  
present and acting, it was VOTED, that \_\_\_\_\_ the  
(Name)

\_\_\_\_\_ of this corporation is hereby  
(Office)

authorized and empowered to make, enter into, sign, seal and deliver in behalf of this corporation a  
contract for \_\_\_\_\_  
(Describe service)

with the City of Boston, and a performance bond in connection with said contract.

I do hereby certify that the above is a true and correct copy of the record, that said vote has not been  
amended or repealed and is in full force and effect as of this date, and that

\_\_\_\_\_  
(Name)

is the duly elected \_\_\_\_\_  
(Office)

of this corporation.

Attest:  
(Affix Corporation Seal)

\_\_\_\_\_  
Clerk/Secretary of the Corporation

**THE BOSTON PUBLIC HEALTH COMMISSION  
HOUSEKEEPING SERVICES 2010 RFP**

SAMPLE CONTRACT

ATTACHMENT F

**BOSTON PUBLIC HEALTH COMMISSION  
STANDARD CONTRACT COVER PAGE**

Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and between the Boston Public Health Commission (hereinafter the "BPHC") either on its own behalf or through its fiscal agent, the Boston Medical Center (hereinafter the "BMC") (See the party identification in Part 1 hereof), and the Contractor identified in Part 2 hereof. This agreement is subject to the terms and conditions contained within Articles I-XVIII of the Standard Contract Provisions, which are attached hereto and incorporated herein:

**Part 1 – Identification of BPHC as Party**

Pursuant to an agreement entered into between BPHC and BMC on July 1, 1996, the BPHC appointed the BMC its fiscal agent. Part of the duties, responsibilities and/or powers the BPHC granted to the BMC as its fiscal agent included the power to enter into contracts on behalf of the BPHC. If the BMC is identified in the present agreement, the BMC is identified to the extent that it is the agent of the BPHC.

- A. BPHC Contracting Bureau: \_\_\_\_\_
- B. BPHC Contracting Program: \_\_\_\_\_
- C. BPHC's contact person: \_\_\_\_\_
- D. Accounting Unit #: \_\_\_\_\_ Activity #: \_\_\_\_\_
- E. CFDA# (if applicable): \_\_\_\_\_
- F. BPHC Invoice Mailing Address: \_\_\_\_\_
- G. Service Location Address: \_\_\_\_\_

**Part 2 – Identification of the Contractor**

- A. Contractor: \_\_\_\_\_
- B. Address of Contractor: \_\_\_\_\_
- C. Company Contact: \_\_\_\_\_ Contractor Phone: \_\_\_\_\_
- D. FIN or SS #: \_\_\_\_\_
- E. Lawson Vendor #: \_\_\_\_\_
- F. Service Location Address: \_\_\_\_\_

**Part 3 – Contract Term**

This agreement shall be in effect from \_\_\_\_\_ to \_\_\_\_\_, but shall be subject to earlier termination as provided in the standard contract provisions, attached.

**Part 4 – Contract Not to Exceed Amount**

This contract shall not exceed \_\_\_\_\_  
(\$\_\_\_\_\_) dollars and is subject to the availability and appropriation of funds.

Funding Certification: \_\_\_\_\_

**Part 5 – Goods or Services to Be Provided by Contractor**

- A. Type of Good or Service: \_\_\_\_\_
- B. Project Name: \_\_\_\_\_

**Part 6 – Insurance Requirements**

If the Contractor has insurance consistent with the requirements of the contract, please identify the type and amount. (See Attached)

**Part 7 - Payment Type:** Cost Reimbursement      By Invoice      Product based      Other

**Part 8 - Attachments all incorporated by reference herein (Check and attach all that apply)**

|                                        |                                |
|----------------------------------------|--------------------------------|
| Purchase Description/Scope of Services | Additional Contract Provisions |
| Advertisement                          | Contractor Certification       |
| Proposal/Application                   | Certificate of Authority       |
| Performance Bond \$ _____              | Insurance Certificates         |
| Check in Lieu of Bond \$ _____         | Tax Exemption Certificate      |
| Living Wage Affidavit & Agreement      | Consultant Forms               |
| Standard Contract Provisions           | CORI Request                   |
| W-9/Proof of Business                  | Confidentiality Agreement      |
| Budget/Cost                            | Business Associate Agreement   |

**THE BOSTON PUBLIC HEALTH COMMISSION**  
**HOUSEKEEPING SERVICES 2010 RFP**  
**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 political subdivision and body politic 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 terms and conditions contained in the Request for Contract/Standard Form Contract Cover Page, including any attachments thereto, which are incorporated by reference herein.

**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 periods 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 herein.

b) The BPHC shall not be liable for any interest or penalty for late payments.

## **THE BOSTON PUBLIC HEALTH COMMISSION HOUSEKEEPING SERVICES 2010 RFP**

- c) All invoices shall reference the BPHC purchase order number.
- d) All invoices shall be submitted to BPHC, Accounts Payable Department, 1010 Massachusetts Avenue, Boston, MA 02118.
- e) A final invoice must be submitted within 30 days of the expiration of this Contract.

### **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 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.
- 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.

## **THE BOSTON PUBLIC HEALTH COMMISSION HOUSEKEEPING SERVICES 2010 RFP**

- 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 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

## **THE BOSTON PUBLIC HEALTH COMMISSION HOUSEKEEPING SERVICES 2010 RFP**

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 and all BPHC Regulations and state and federal laws that in any manner effects the services herein specified. Contractor shall at all times observe and comply with said ordinances, regulations 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) 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 or unusually severe weather.

i) 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.

### **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.

### **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.

### **ARTICLE XIII – RELEASE OF BPHC ON FINAL PAYMENT**

Acceptance by Contractor of 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 six (6) months after such payment.

### **ARTICLE XIV – TERMINATION OR CANCELLATION**

This Contract may be terminated by the BPHC for convenience and for reasons other than breach. 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

## **THE BOSTON PUBLIC HEALTH COMMISSION HOUSEKEEPING SERVICES 2010 RFP**

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 M.G.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**

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.

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

**THE BOSTON PUBLIC HEALTH COMMISSION  
HOUSEKEEPING SERVICES 2010 RFP**

**BOSTON PUBLIC HEALTH COMMISSION**

**CONTRACTOR**

By:

By:

\_\_\_\_\_  
Barbara Ferrer, PhD, MPH, MED  
Executive Director

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

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Title: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Office of General Counsel  
Boston Public Health Commission

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

