

CITY OF BOSTON DEPARTMENT OF INNOVATION AND TECHNOLOGY



Enterprise Email Marketing Platform

REQUEST FOR PROPOSALS EV00003360

**RESPONSE DEADLINE: August 9th, 2016 @ 12 noon Boston local
time**

*Martin J. Walsh, Mayor
Jascha Franklin-Hodge, Chief Information Officer*

TABLE OF CONTENTS

<u>INTRODUCTION</u>	3
<u>SCOPE OF WORK</u>	4
<u>TECHNICAL PROPOSAL FORMAT</u>	4
<u>PRICING PROPOSAL</u>	6
<u>SUBMISSION INSTRUCTIONS</u>	7
<u>HOW WE CHOOSE</u>	11
<u>TERMS AND CONDITIONS</u>	13
<u>STANDARD CONTRACT AND FORMS</u>	16



I. INTRODUCTION

1.1 WHAT WE ARE LOOKING FOR

Email has been described as the original social network. It's simultaneously one of the oldest and one of the most popular Internet applications. 90% of millennials use their phones to send email, compared to 34% using their phones for Snapchat. It's also the preferred form of communication for many of our constituents.

The City of Boston is looking for a robust enterprise email marketing tool to help us better connect and communicate with our residents. The ideal project will scale both up and down to meet the needs of our users (people who send email) and recipients (those who receive it).

Scaling down - Some departments only want to send a newsletter; that's great! Those users need a dead-simple interface for creating and sending beautiful and mobile-optimized email campaigns without having to know anything about coding, design, or the technical side of email marketing.

Scaling up - We're going to start small, but we're going to grow. We'll eventually need the ability for multiple (30-40) departments to have their own accounts, sets of users, lists, and templates. We will probably scale to a list size of about 800,000 - 1,000,000 addresses and 2.5 million emails sent per month.

Some of the savvier departments already want to engage in complicated email marketing tactics, which should still be pretty easy to do. Also, our data team is excited to plug into a large email marketing database, so the ability to move data into and out of the program in real time is important.

We're looking for a partner for that will help us get started and grow. When we are fully implemented, our recipients will be getting well-timed and beautiful email communications from the city. Our users will have a new tool for achieving their communications goals, driving recipients to take advantage of city services, and know more about the people we are trying to serve.



The term of this contract will be one year, with two one-year options to renew at the City's sole discretion.

Currently, the city uses a number of different email solutions. Our main tool is Lyris, but a number of agencies have piloted their own tools including Constant Contact, Mailchimp, and Vertical Response. We currently have 27 email lists and send about 800,000 pieces of mail per month. Those lists range from the simple, a monthly Boston Senior News update, to the more complicated, a neighborhood update that sends a weekly update to multiple segments. We have a total of 750,000 subscribers across all of our lists, but that number contains a number of duplications for which we haven't controlled.

As we move to a centralized tool, we'll need something that can replicate both the user-friendly small business tools as well as facilitate the larger enterprise functionality.

1.2 RFP CONTACT

With the release of this RFP, all communications must be directed in writing via email to the contact person below. No other City employee, consultant, or contractor is empowered to speak for the City with respect to this RFP. Any oral communication is considered unofficial and non-binding to the City.

After the proposal deadline, Vendors should not contact the RFP Coordinator or any other City official or employee, except to respond to a request by the RFP Coordinator.

The RFP contact is:

Joshua Gee
City of Boston
DoIT - 703
1 City Hall Square
Boston, MA 02201
Email: joshua.gee@boston.gov

The Website for this RFP and related documents is boston.gov/procurement.



Joshua Gee
Department of Innovation and Technology, City Hall Room 703
Boston, MA 02201
Joshua.Gee@boston.gov

All project correspondence will be posted on the RFP website through the Supplier Portal. It is the responsibility of Vendors to check regularly for updates and any RFP addenda.

1.3 TIMELINE

The table below shows the preliminary RFP Schedule. Dates are subject to change. Any changes will be posted in an addendum that can be found on the RFP website.

	DATE
RFP released	July 18th, 2016
Deadline to submit questions regarding the RFP <i>Via email to joshua.gee@boston.gov</i>	July 25th, 2016
Consolidated Q&A posted by the City	July 29th, 2016
Deadline for proposals <i>Submitted via the City's Supplier Portal or via hard copy; must be received prior to the deadline</i>	August 9th, 2016 at 12 noon Boston local time
Vendor interviews/demonstrations (<i>if needed</i>)	August 22nd - September 2nd, 2016
Contractor Selected	September

All times are in Eastern Time

***Please note that all proposals will be public record. Do not submit confidential information in your Proposal.**



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Joshua.Gee@boston.gov

II. SCOPE OF WORK

2.0 What we're looking for in an email marketing platform

There are four main things we're looking for in an email marketing platform: a system that

- (2.1) is robust and easy to use,
- (2.2) allows us to optimize and segment our constituent communications,
- (2.3) scales as we expand across the city,
- (2.4) is well-supported.

Please note that it is not required that your proposed solution meet all the features listed below. We will consider proposals that address our goals in various ways, including all or some of the below. We listed out the features to give you a sense of the basic and more advanced functionality that is important to us.

2.1 Usability and the Basics

We need a system that works, and works simply. The most basic functions -- building and sending an email campaign -- should be able to be done by someone who doesn't know anything about email marketing or even very much about computers. *All* of the functions -- from the most basic to the more complicated -- should be intuitive and not require any knowledge of coding. It should be robust, with limited downtime

We have identified some specific usability requirements:

- 2.1.1 Web-based user interface with visual navigation
- 2.1.2 A library of mobile-optimized templates that can be edited without using CSS or HTML
- 2.1.3 Ability to edit the CSS or HTML of an email message or template
- 2.1.4 Ability to strip rich text formatting in the editor in order to preserve standard fonts, styles, etc.
- 2.1.5 Automatic spell and grammar check



- 2.1.6 Automatic broken link check
- 2.1.7 Ability to send plain-text versions of emails
- 2.1.8 Ability to preview on multiple browsers and devices
- 2.1.9 Some kind of automatic spam checks and warnings
- 2.1.10 Ability to schedule emails
- 2.1.11 Ability to send test emails
- 2.1.12 Ability to edit, correct, and enhance images and other rich media
- 2.1.13 Bulk import and export of email lists
- 2.1.14 Ability to easily manage and organize lists and segments
- 2.1.15 A tool that automatically manages unsubscribes and bounces
- 2.1.16 Clear and simple reporting on email campaign performance - Delivery rates, open rates, CTR, unsubscribes - and recipient engagement history
- 2.1.17 Ability to easily create custom signup forms and embed in HTML documents
- 2.1.18 Ability for users to easily unsubscribe and manage their preferences
- 2.1.19 Ability to send transactional emails to constituents

2.2 Optimization and Segmentation

One of email's biggest advantages is its ability to segment and target. Targeting a large and diverse recipient base is going to be critical for streamlining city communications. We need a tool that will let us seamlessly import and export data, create lists and segments, and target content based on user information.

- 2.2.1 Ability to easily manage email lists and assign user permissions for each list
- 2.2.2 Ability to add custom fields to subscriber database
- 2.2.3 Ability to easily A/B test email campaign
- 2.2.4 Ability to personalize information in an email (in subject line and body copy)
- 2.2.5 Ability to alter or target email content based on data about the recipient
- 2.2.6 Insight on when, where, and how (i.e. mobile device vs. desktop) a constituent viewed an email
- 2.2.7 Ability to segment recipients based on their activity (e.g., based on interaction, geography)



- 2.2.8 Automatic deduping when sending to multiple lists or segments
- 2.2.9 Integrates with multiple CRM systems

2.3 Scalability

We are starting small, but we are a large and ambitious organization. We will need something that lets us provide email marketing tools for up to 30 different departments, with all the user management that entails. Many of those departments are already asking for more complicated marketing automations. Even as things get more complicated, our users should still not have to know how to code to make things work.

- 2.3.1 Integrates with several of today's leading applications and services: social media, blogging platforms, and enterprise services such as Peoplesoft and Lagan (What integrations are possible out-of-the-box?)
- 2.3.2 Ability to sync back-end list and email result data into an outside database
- 2.3.3 Ability to sync individual subscriber histories into an outside database
- 2.3.4 Robust API
- 2.3.5 Ability to embed surveys into emails
- 2.3.6 Ability to export metrics to .xls or .csv
- 2.3.7 Ability to create and send customizable analytics reports or dashboards
- 2.3.8 Ability to send transactional emails based on other workflows or API triggers (for example, based on interactions with our website)
- 2.3.9 Ability to schedule marketing automations
- 2.3.10 Access for 25+ users across multiple City departments
- 2.3.11 Customizable user permissions (i.e. ability to privatize certain email lists)
- 2.3.12 Activity log, both individual and system-wide
- 2.3.13 Workspace that allows for collaborative edits, ideally with tracking.
- 2.3.14 Ability to send emails automatically based on workflows (for example, interactions with our website)
- 2.3.15 Ability to easily embed social media share buttons
- 2.3.16 Ability to easily set social media tags and content (example: Facebook's Open Graph data)
- 2.3.17 Ability to transition onto a dedicated IP address at some point in the future



2.4 Support

Email is complicated, with a lot of moving parts and things that can go wrong even if you're trying to be a good actor. We need to know that we can reach someone if something happens. Beyond that, we'll need help providing training for some of our users, as well as support for our developers and designers as they work on API integration or custom templates.

- 2.4.1 Support for initial implementation of the system
- 2.4.2 Training for content creators (specify whether in-person, video, or other)
- 2.4.3 Training for developers (specify whether in-person, video, or other)
- 2.4.4 Large amount of support documentation freely available
- 2.4.5 Dedicated account representative for customized support
- 2.4.6 Responsive 24-hr customer service support
- 2.4.7 Limited or no system downtime
- 2.4.8 Transparency about your product cycle and when new features will be coming online
- 2.4.9 Ability to have input on new feature development and potentially dedicated developer support.



III. TECHNICAL PROPOSAL FORMAT

The “technical proposal” is every element of your response to this RFP, except for anything having to do with price. (The price proposal covers that section.)

For the technical proposal, we are looking for you to do six things: (3.1) provide an introduction; (3.2) propose your approach for this project; (3.3) share your background and qualifications; (3.4) describe your team; (3.5) provide three references; and (3.6) sign our standard contract forms.

3.1 INTRODUCTION AND EXECUTIVE SUMMARY

On the cover or first page of your proposal, please provide contact information, including name, title, address, email and phone number.

Please provide a brief introduction highlighting why you would be a good partner for the City on this project.

3.2 RESPONSE TO SCOPE OF WORK

This section is where you tell us how your solution meets and/or exceeds our needs. Please describe how you would deliver the solution outlined in the Section 2 “Scope of Work.” Note that not all the features listed in Section 2 are required; specify which features your tool offers, and how it can help the City achieve our overall goals.

This section is a critical component of the proposal and should include a detailed description of your work plan and your approach to the project, including a timeline for implementation.

Please be concise. Feel free to use anything (e.g. graphics, links to your work, etc.) that helps you make your case.



3.3 VENDOR BACKGROUND AND COMPANY QUALIFICATIONS

Describe your organization's history, structure, strategy, and work. Focus on your ability to be a good partner on this project. Please list any relevant awards your team has received. Provide a rough outline of your product roadmap to give us a sense of where you are investing in improving your product.

Provide a copy of your firm's audited financial statements, including a detailed balance sheet and profit and loss statement for up to three years, or alternatively submit Dun & Bradstreet reports or similar financial report that provides the City with sufficient information to evaluate the financial strength of the company.

Please note: If you have had a contract terminated for default during the past five (5) years, or have been involved in litigation regarding a contract, this fact should be disclosed along with your position on the matter(s). If you have experienced no such terminations for default in the past five (5) years and have not been involved in contract litigation, then you should indicate as such.

3.4 STAFFING AND KEY STAFF QUALIFICATIONS

Describe the team that would work on this project. Include a list of key team members. Make the case for why they will be great partners on this project. Note if any staff will be located in Boston and their general availability to the City staff on this project.

Please provide bios, resumes or whatever you think best highlights the strength of the team that would be working on this project. Let us know how the team would be structured; if your team includes multiple firms, please let us know how long you have worked together. For legal purposes, we will need you to designate one firm as the prime contractor and all others as subcontractors (see Section 7 for more information).



3.5 REFERENCES AND ADDITIONAL INFORMATION

Please provide three (3) references, including their contact information and details on your history with them. Customer references should be preferably similar in size, scope and complexity to the City of Boston. Note that incorrect contact information will be considered as a negative reference.

Additionally, please walk us through one or more recent projects similar to this one. Tell us about the client's requirements that may be similar to ours, any implementation challenges you faced, and what you learned from working with them. Feel free to include screenshots, links, or whatever best describes your past work. We're especially interested in people you think are currently using your product particularly well.

3.6 STANDARD CONTRACT AND FORMS

You must submit a signed copy of all forms identified in Section 8.



IV. PRICING PROPOSAL

The “Price Proposal” is the place where you indicate how much you expect to charge for the work you detail in the “Technical Proposal.”

Note that the total price for year one with an estimated 750,000 list size, 15-30 users, and 1 million messages per month, as well as any additional costs, will be used as the basis for comparing price proposals. Note that this is an estimate only and the actual list size and user count may be more or less.

As shown below, we ask you to break out pricing additional deliverables. The City may choose to purchase all, some, or none of these deliverables.

We’re aware that email marketing costs can vary based on the size of an email list, number of sends, and the number of users. We will use the grid below as the main point of comparison, but **please include any additional pricing information for us to take into account.** We’re assuming that most technical requirements are included in the monthly price, but please include any additional costs.

Please note:

- All prices are inclusive of travel. No additional charges, including travel lodging, subsistence, miscellaneous (ad-hoc) expenses and other expenses, will be allowed.
- Any taxes due will be assumed to be included in your price of services. The City is exempt from federal excise taxes (Federal Exemption No. A-108-328) and from Massachusetts sales and use taxes (Certificate No. E-046-001-380). Exemption certificates will be provided, if requested, following award.
- The total cost that is quoted in this Proposal will be considered a best and final offer.
- You will bear the onus of any errors made in pricing the services (e.g., omitting a component of the services).



- The Price Proposal **MUST** be submitted separately from the remainder of the proposal. **No price information may be included in the Technical Proposal.**

Please enter the total price for year one in the price line if submitted electronically through the Supplier Portal. More detailed instructions are available in Section 5 and in Appendix B.

Monthly Cost				
List Size	300,000+	500,000+	750,000+	1,000,000+
1-15 Users				
15-30				
30-55				
55+				
Assume we are sending 1,000,000 total messages per month regardless of list size				

If there are additional costs associated with any of the technical requirements, include them in the table below. **Please include startup/implementation costs, training costs, and any ongoing support costs.**

If the cost of these additional deliverables is zero, please indicate it here. If there are additional costs to meet our technical requirements, please indicate them here.



Additional Deliverables	Year 1	Year 2	Year 3
Implementation or startup costs			
Training costs			
Support costs			
Additional deliverable 3 (e.g. additional technical requirement)			
Base price (cost for a full year based on monthly price in table above - list size of 750,000, 15-30 users, and 1 million messages)			
Total Fixed Cost			

We may wish to engage your team for as-needed consulting services beyond the scope of services detailed above. Please complete the table below with a list of hourly rates for additional development or design work, with position titles specified.

As-Needed Consulting Services	Hourly Rate
Position Title(s): Please provide	



V. SUBMISSION INSTRUCTIONS

This section provides an overview of the process for submitting your proposal:

- A checklist is provided to make sure that your proposal is complete and you've complied with all of Massachusetts' Chapter 30B regulations
- Directions are included for submitting your proposal online or via hard copy

Vendors are strongly advised to read this section in its entirety and complete the checklist to avoid disqualification. **Please note that the City will NOT be able to consider proposals that are submitted late or that do not follow these guidelines.**

5.1 CHECKLIST FOR SUBMITTING PROPOSAL (<i>for your use only; you do not need to submit this checklist</i>)	RFP SECTION	COMPLETE (✓)
A. REQUIRED ITEMS FOR TECHNICAL PROPOSAL		
Introduction and Executive Summary	3.1	
Response to Scope of Services	3.2	
Vendor Background & Company Qualification	3.3	
Staffing Plan and Key Staff Qualifications	3.4	
References and Additional Information	3.5	
B. REQUIRED FORMS	8	
Form CM06 – Certificate of Authority	8.2	
Form CM-09 – Contractor Certification	8.3	
Form CM15A – CORI Compliance	8.7	
Form CM15B – CORI Standards	8.7	
Form LW2 – Living Wage Agreement	8.9	
Form LW8 – Living Wage Affidavit	8.10	
Form CM-16 – Wage Theft	8.11	
C. PRICE PROPOSAL COST FORM	4	
FINAL REVIEW	YES	NO
1. Did you submit the proposal before the deadline?		
2. Did you submit separate, sealed technical and price proposals, with no price information in the technical proposal?		
4. Did you review the Contract Terms and Conditions?		



5. Did you complete and submit all required forms?		
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5.2 SUBMITTING PROPOSAL VIA BOSTON'S SUPPLIER PORTAL

The Supplier Portal provides vendors the ability to submit a proposal electronically, and is accessible from boston.gov/procurement at the Supplier Portal link.

You'll need to register with us in order to submit your proposal electronically; doing so will also allow you to receive email updates regarding this RFP and other opportunities. Please see **Appendix A** for step-by-step instructions to register.

Upon logging in under your account, look for event EV00003360 "Enterprise Email Marketing Platform RFP." When responding, you will see specific places to upload your non-price Technical Proposal and other required forms. **The Price Proposal must be submitted separately from the Technical Proposal according to statute. This is critically important.** The evaluation team will complete its evaluation of the Technical Proposals prior to reviewing the Price Proposals.

Attachments containing price information, including the Price Proposal, should only be attached to the price line and not in the Event Header attachments section. By uploading your file to the price line, the information will remain sealed and separated from the technical proposals until that evaluation has been performed.

In the section of EV00003360 labeled "Step 2: Enter Line Bid Responses", please enter the total bid amount under the line "Enterprise Email Marketing Platform RFP" Next, click the icon on the far right of the screen labeled "View/Add Question Comments and Attachments." There you will find the proper location to upload your Price Proposal. Please see **Appendix B** for step-by-step instructions.

Submitting your proposal via the Supplier Portal can streamline the entire process, but please allow extra time to become familiar with the system. **Upload any applicable documents into the Supplier Portal and SUBMIT your submissions well before the deadline so that you have enough time to make a physical paper submission if you have any issues with the City's Supplier Portal.** We recommend submitting your proposal at least 24 hours prior to the deadline.

Please note that Supplier Portal file uploads are limited to a 59 character file name length.



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Boston, MA02201
Joshua.Gee@boston.gov

5.3 SUBMITTING VIA MAIL/ DELIVERY

Hard copies of the Technical and Price Proposals may be submitted by mail, delivery service, or in person. Vendors submitting a hard copy must submit a complete Technical Proposal in a sealed envelope along with one (1) digital copy (thumb drive), and a Price Proposal in a separate sealed envelope along with one (1) digital copy (thumb drive).

The envelopes should be clearly marked as follows:

Enterprise Email Marketing Platform

RFP Number: RFP EV00003360

TECHNICAL PROPOSAL

Submitted by: [Name of Vendor]

[Date Submitted]

Enterprise Email Marketing Platform

RFP Number: RFP EV00003360

PRICE PROPOSAL

Submitted by: [Name of Vendor]

[Date Submitted]

and delivered or mailed to:

Joshua Gee

Department of Innovation and Technology, City Hall Room 703

1 City Hall Square

Boston, MA 02201



VI. HOW WE CHOOSE

6.1 MINIMUM EVALUATION CRITERIA

All Proposals received by the City will first be reviewed to determine whether the Proposal meets all minimum criteria identified in the RFP. Minimum criteria are found in the Checklist for Submitting Proposal (Section 5.2).

For a proposal to meet all minimum criteria, a Vendor must unconditionally be able to check each item as ‘Completed’ for Sections A and B and ‘Yes’ for each item in Section C. Minimum evaluation criteria reflect those standards or attributes that the City considers essential to the performance of the contract.

6.2 COMPARATIVE EVALUATION CRITERIA

Proposals that have met all minimum evaluation criteria will be evaluated according to the comparative evaluation criteria that follow in this section. After reviewing, the evaluation team will prepare written evaluations for each proposal. The evaluators will assign a rating of “highly advantageous”, “advantageous”, or “not advantageous” to each criterion. The team will use the comparative evaluation criteria to assist in their evaluation of each Vendor’s overall qualifications.

The City reserves the right to invite Vendors for an interview either by phone or in person. The City may choose to conduct reference checks and include information obtained from the interview and reference checks in the evaluation.

NOTE: Vendors should not count on interviews and reference checks as an opportunity to provide additional information not contained in the proposal. All information that Vendors wish the selection team to consider during the evaluation process should be included in the originally submitted Proposal.

Price proposals will be evaluated separately from the technical proposals. The evaluation team will not see the price proposals until after the technical evaluations are complete.



Presentation Criteria

Highly Advantageous: The proposal is well-written in clear, concise language. Materials are organized and easy to navigate. As a whole, the proposal provides a complete response to this RFP and provides multiple relevant examples of past successes implementing solutions for similar websites.

Advantageous: The proposal is clear and well-organized. It provides a complete response to this RFP and includes examples of past successes.

Not Advantageous: The proposal does not address all aspects of the RFP. It is poorly written and/or difficult to read. It does not provide adequate information to evaluate the vendor's ability to successfully meet the City's goals.

Organization Profile & Past Projects

Highly Advantageous: The team includes members with extensive backgrounds in implementing email marketing platforms and optimizing deliverability. Your internal product pipeline is robust and aggressive. Three (3) references (if needed) on similar projects consistently rate services and results as "excellent". The examples of past work you provide are highly relevant to this project and highlight your firm's competency in handling similarly complex email platform integrations.

Advantageous: The team includes members with backgrounds in implementing email marketing platforms. Your internal product pipeline is strong. One or two references (if needed) on similar projects rate services and results as "excellent". The examples of past work you provide are somewhat relevant to this project and demonstrate your firm's experience in handling complex email platform integrations.

Not Advantageous: The team does not include members with sufficient experience implementing email marketing platforms. You don't have any product updates or improvements scheduled in the foreseeable future. The financial health of the company is poor or questionable. No references on similar projects rate services



and results as “excellent”. The examples of past work you provide are not relevant to this project and do not demonstrate sufficient experience with complex email platform integrations.

Your Solution and Tools

Highly Advantageous: Your email marketing platform meets or exceeds all requirements outlined in Sections 2.1, 2.2, 2.3, and 2.4. Your team’s proposal clearly indicates that you will provide support to successfully replace our current email platform, and the ability to integrate with our existing applications, systems, and databases. Guaranteed uptime of at least 99.95%.

Advantageous: Your email marketing platform meets or exceeds most requirements outlined in Sections 2.1, 2.2, 2.3, and 2.4. Your team’s proposal indicates that you will provide support necessary to replace our current email platform, and the ability to integrate with our existing applications, systems, and databases. Guaranteed uptime is addressed.

Not Advantageous: Your email marketing platform does not meet most requirements outlined in Sections 2.1, 2.2, 2.3, and 2.4. Your team’s proposal does not indicate that you will provide support necessary to replace our current email platform, and the ability to integrate with our existing applications, systems, and databases. Guaranteed uptime is not addressed.

Your Proposed Approach & Timeline

Highly Advantageous: Your proposed approach and timeline is comprehensive, flexible, and realistic. It lays out a clear path to a successful integration of a new email marketing platform.

Advantageous: Your proposed approach and timeline is somewhat comprehensive and realistic. It lays out a path to a successful integration of a new email marketing platform.



Not Advantageous: Your proposed approach and timeline is not comprehensive and realistic. It does not lay out a path to a successful integration of a new email marketing platform.

Vendor Demonstration (if needed)

Highly Advantageous: Presenters are well-organized and provide a clear, concise presentation. The demonstrated solution is beautiful, clear, and user-friendly. The presentation demonstrates strong insight into the City's requirements, as described in the RFP. Technical staff are included in the demonstration, and all questions posed by the City were specifically addressed.

Advantageous: Presenters are organized. Solution has a satisfactory look and feel. Presentation demonstrates understanding of the City's requirements, as described in the RFP.

Not Advantageous: Presenters are not organized and/or provide an unclear presentation. Solution is not user-friendly. Presentation demonstrates little understanding into the City's requirements, as described in the RFP.



VII. TERMS AND CONDITIONS

7.1 CANCELLATION, REJECTION, AND WAIVER

The City is under no obligation to proceed with this RFP and may cancel the RFP at any time with or without the substitution of another. The City reserves the right to reject in whole or in part any or all Proposals, when the City determines that rejection serves the best interests of the City. The City may waive minor informalities in the Proposal or allow the Vendor to correct them.

7.2 WITHDRAWAL OR MODIFICATION OF PROPOSAL

The City may allow a Vendor representative bearing proper authorization and identification to sign for, receive and withdraw the Vendor's unopened Proposal prior to the submission deadline. A Vendor that seeks to correct or modify its Proposal may do so by withdrawing the initial submission and then submitting a modified Proposal prior to the submission deadline.

7.3 PROPOSAL VALIDITY PERIOD

By submitting a Proposal the Vendor agrees that its Proposal is valid for one hundred eighty (180) days following the submission deadline unless extended by mutual agreement.

7.4 PROPOSAL COSTS

Any and all costs incurred by a Vendor in preparing a Proposal and throughout the RFP process are ineligible for reimbursement by the City.

7.5 TAXES

The City is a tax-exempt organization. However, should any part of the Contract be subject to taxes, unless otherwise specified in this RFP, the Vendor shall include and be responsible for paying all taxes that are applicable.

7.6 SUBCONTRACTORS

The City will contract with one Contractor who will be solely responsible for contractual performance and who shall be the sole point of contact for the City with regard to Contract matters. In the event the Contractor utilizes one or more



Subcontractors, the Contractor will assume all responsibility for performance of services by the Subcontractor(s).

The City must be named as a third party beneficiary in all subcontracts. A list of all Subcontractors proposed to take part in the performance of the Contract shall be provided to the City for approval prior to Contract execution.

7.7 USE OF CITY NAME

The Contractor and any Subcontractor(s) agree not to use the City of Boston name or seal, or that of any other City Agency or Department in advertising, trade literature, or press releases without the prior approval of the City.

7.8 AWARD AND CONTRACT

If a Contract is awarded, the Contract will be awarded to that responsive and responsible Vendor whose Proposal is deemed most advantageous to the City taking into consideration the evaluation criteria and Proposal Pricing. The City will contract with the selected Vendor that best meets the City's needs and may not necessarily make an award to the lowest price bidder.

An award letter or award notification is not a communication of acceptance of a Vendor's proposal. No final award has been made until final execution of a Contract by the Vendor and the City of Boston (by its Awarding Authority/Official and the City Auditor), and the approval of the final Contract by the Mayor of Boston, as well as Contractor receipt of a City issued Purchase Order. Until such time, the City may reject any or all proposals or elect not to proceed with this RFP. The Vendor shall not furnish any services, equipment, materials or labor unless a fully executed and approved Contract and Purchase Order is received from the City, and funds are appropriated for the Contract.

7.9 CONTRACT

In addition to the City of Boston's Standard Contract, Forms CM-10 and CM-11, and any applicable supplemental terms and conditions that are part of this RFP, the Contract will include, without limitation, City required forms and certifications, including the City's CORI Compliance Certification, Living Wage form, Wage Theft Form, Contractor Certification, and Certificate of Authority. These forms are attached hereto and/or are available upon request. The submitted Proposal, along with the RFP, will also be part of the Contract between the City and the Contractor.



The Contract is subject to the availability and appropriation of funds and may be cancelled by the City without penalty in any year in which an appropriation is not made.

7.10 TERM OF CONTRACT

The term of the contract will be for one year with two one-year options to renew at the City's sole discretion.

7.11 PUBLIC RECORDS

Proposals shall be confidential until the completion of the evaluations, or until the time for acceptance specified in the RFP, whichever is earlier. Thereafter, proposals will be public record. Do not submit confidential information in your Proposal.



VIII. STANDARD CONTRACT AND FORMS

8.1 OVERVIEW

You must submit a signed copy of the forms indicated below. Additionally, please review the Terms and Conditions in the CM11 and the associated supplement; they will be incorporated at contract award without revision.

8.2 FORM CM06 – CERTIFICATE OF AUTHORITY: SIGNED COPY REQUIRED

8.3 FORM CM09 – CONTRACTOR CERTIFICATION: SIGNED COPY REQUIRED

8.4 FORM CM10 – STANDARD CONTRACT DOCUMENT

8.5 FORM CM11 – STANDARD CONTRACT GENERAL CONDITIONS

8.6 SUPPLEMENTAL INFORMATION TECHNOLOGY TERMS AND CONDITIONS TO FORM CM11

8.7 CM FORMS 15A/B – CORI COMPLIANCE, STANDARDS: SIGNED COPY REQUIRED

8.8 CM FORM 15C – CORI WAIVER

8.9 FORM LW1 – REQUIREMENTS OF THE BOSTON JOBS AND LIVING WAGE ORDINANCE

8.10 FORM LW2 – LIVING WAGE AGREEMENT: SIGNED COPY REQUIRED

8.11 FORM LW8 – VENDORS LIVING WAGE AFFIDAVIT: SIGNED COPY REQUIRED

8.12 FORM CM16 – WAGE THEFT: SIGNED COPY REQUIRED



Register as a SOURCING BIDDER

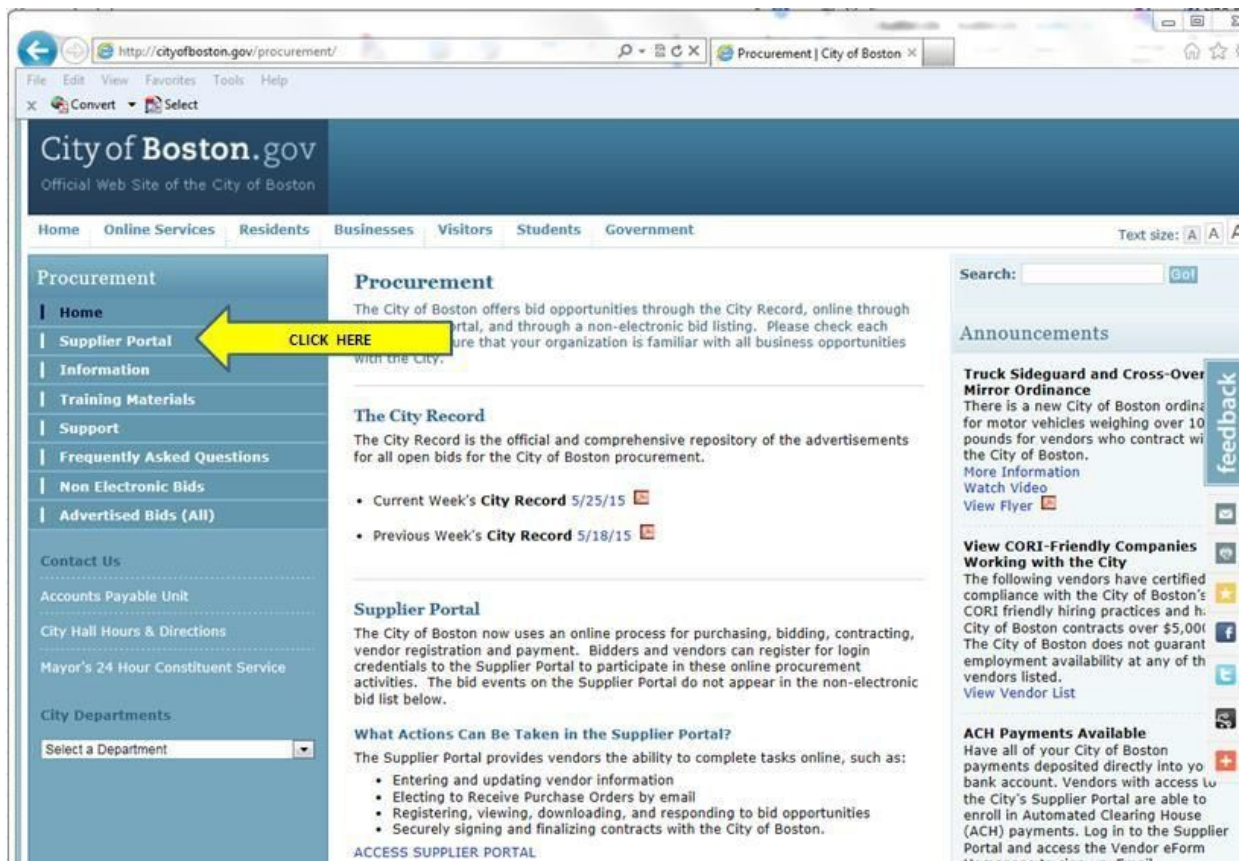
FOR POTENTIAL BIDDERS -

Thank you for your interest in doing business with the City of Boston. In order for us to proceed we will need you to register for our new Supplier Portal.

By registering on the Supplier Portal, you will receive a User ID and Password for the site. You will need these credentials in order to respond to bidding opportunities on behalf of yourself or your company.

Please follow the instructions below and if you have any questions or concerns feel free to contact our Bidder/Vendor Registration Help Desk at 617-635-4564 or by sending an email to vendor.questions@cityofboston.gov at any time.

1. Open your Internet browser and type in www.cityofboston.gov/procurement, or simply click the link here
2. Click on the 'Supplier Portal' tab on the left side of the page



- Once the guest page for the Supplier Portal appears, click on the 'Register as a Sourcing Bidder' link to initiate the registration process:

Event Name	Event Type	End Date/Time	Start Date/Time	Bid Status
Transportation Service for Same Job Summer Program	RFx	06/15/2015 04:00 PM EDT	06/01/2015 9:00AM EDT	
Implement a Talent Acquisition Management solution	RFx	06/23/2015 12:00 PM EDT	05/26/2015 12:00PM EDT	Accepted
FFE Johnson Library Phase II	RFx	06/24/2015 12:00 PM EDT	05/26/2015 10:01AM EDT	Accepted
DNA Supplies for BPD Crime Lab	RFx	06/09/2015 12:00 PM EDT	05/26/2015 9:00AM EDT	
ENGINEERING CONSULTANT SERVICES BROADBAND INFRASTRUCTURE	RFx	06/19/2015 12:00 PM EDT	05/26/2015 9:00AM EDT	Accepted
Post-Purchase Educational Services for Boston Home	RFx	06/09/2015 04:00 PM EDT	05/26/2015 9:00AM EDT	Accepted
Fairway Riding Mower - Parks Dept.	RFx	06/08/2015 12:00 PM EDT	05/25/2015 9:00AM EDT	Accepted
Removal of Scrap Metals	RFx	06/11/2015 12:00 PM EDT	05/25/2015 9:00AM EDT	
Large Area Rotary Mower for Parks Department	RFx	06/10/2015 12:00 PM EDT	05/25/2015 8:59AM EDT	
Comprehensive Janitorial Cleaning Services Boston Parks	RFx	06/05/2015 12:00 PM EDT	05/20/2015 9:00AM EDT	Accepted

- You will then be asked a series of questions about yourself and your company such as Company Name, Address, etc. Required fields will be marked with an asterisk.

Bidder Registration

Step 1 of 8: Preliminary information.

These questions will determine the type of bidder you will become.

* Required Field

1. Please select the type of bidder which best describes you.

- ☒ Business
☐ Individual

2. What type of bidding activities are you interested in?

- ☐ Buying goods/Services
☐ Selling goods/Services
☒ Both

Next >>

Cancel Registration

Bidder Registration

Step 2 of 8: User Account Setup

Begin creating your user account here. Note that you may register other users for your company in addition to yourself. To create additional accounts for other users, click "Save and Add Another User" to expand the form. You may also provide instant messaging account information (for real-time communication with others using the system), as well as preferred time zone and currency.

* Required Field

*Company Name:
URL:

User Information

*First Name:  [Delete](#)
*Last Name:
Title:
*Email ID:
*Telephone: Ext:
Fax:
*User ID: (User's account login name.)

Bidder Registration

Step 3 of 8: Primary Address

Please provide a Primary Address for your company. If your company has multiple site locations, the Primary Address would be the main headquarters.

* Required Field

Primary Address

Country:  United States
*Address 1:
Address 2:
Address 3:
*City:
County: Postal:
*State: 

Bidder Registration

Step 6 of 8: Additional Classification Information

Please fill out the following information. This information allows us to more accurately tailor the Sourcing process with your business.

* Required Field

Standard ID Numbers		Customize First
ID Number▼	Identification Type▼	
1 <input type="text"/>	DUNS Number (No Edit)	
2 999999999	*Tax Identification Number	

*1. I agree that the information being submitted as part of this registration process is true and accurate to the best of my knowledge.

Yes ▼

5. When you get to step 7, Categorization Information, you will have the option to select one or more categories that best describe your organization's bidding interests. Selecting specific categories will qualify you to receive notifications for future events that match your interests. There is no obligation to check any boxes, but doing so could result in more invitations to bid on events. By selecting no categories, you remain eligible to participate in all public events posted on this website.

Bidder Registration

Step 7 of 8: Categorization Information


You have the option to select one or more categories that best describe your organization's bidding interests. Selecting specific categories may qualify you to receive notifications for future events that match your interests. There is no obligation to check any boxes, but doing so could result in more invitations to bid on events. By selecting no categories, you remain eligible to participate in all public events posted on this website.


*** Required Field**


For best performance, please pause briefly after checking each selection box.














[Check all](#) [Uncheck all](#)

COB Bidder Categorization Tree

 Sourcing - Sourcing Categories

 Buy Categories

 Sell Categories

- ☐  14111500 - Printing and Writing Paper
- ☐  14111700 - Personal Paper Products
- ☒  15101505 - Diesel Fuel
- ☒  15101506 - Gasoline or Petrol
- ☒  15101701 - #2 Heating Fuel Oil
- ☐  15120000 - Lubricants and oils and greases and anti corrosives
- ☐  22101700 - Heavy Equipment Components
- ☐  24110000 - Containers & Storage
- ☐  24140000 - Packing Supplies
- ☐  25101500 - Passenger Vehicles
- ☐  25101502 - Passenger Vehicles - Busses
- ☐  25180000 - Vehicle Bodies and Trailers
- ☐  26110000 - Batteries, Generators & Kinetic Power Transmission

6. Almost instantly after agreeing to the terms and conditions and hitting 'Finish' you will receive an email with your chosen User ID and a system-generated password. The email should contain a link to take you directly to the login page but you may also get back there by going to the www.cityofboston.gov/procurement page and clicking on the 'Supplier Portal' tab.

****Please remember these user IDs and passwords are *case sensitive* so enter them *exactly* as they appear****

Uploading a Price Proposal for a City of Boston RFP Using the Supplier Portal

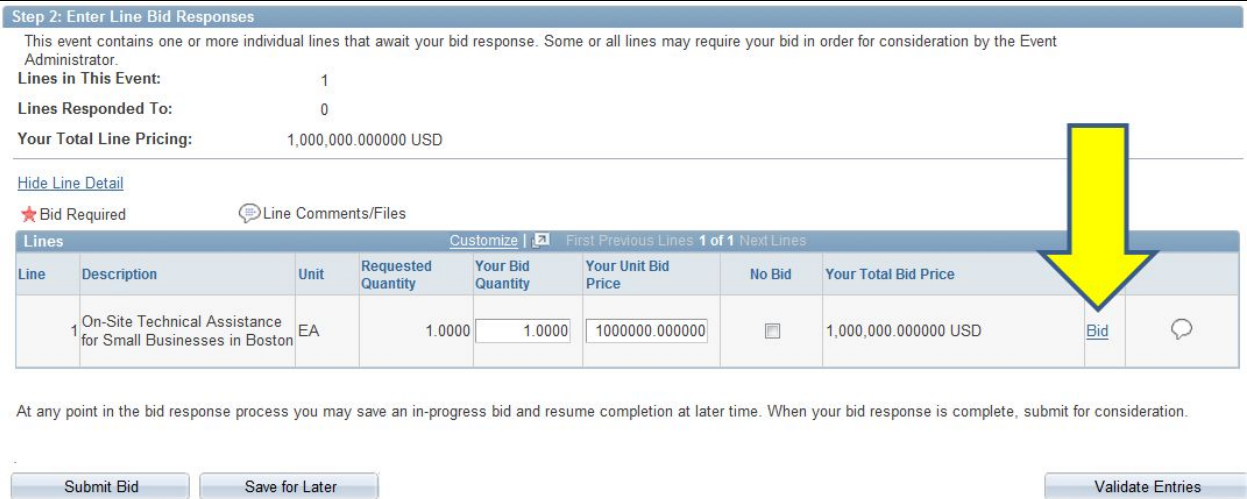
For Request for Proposals issued by the City of Boston that are governed by Massachusetts General Law Chapter 30B, Section 5, it is imperative that pricing information be kept separate from the technical non-price proposal. Failure to separate pricing information from the technical proposal will result in rejection of the proposal.

When responding to an RFP event on the City of Boston's Supplier Portal, pricing can be entered onto any of the event's lines and those prices will remain hidden and separate from the City's evaluation team until the time they are ready to open and view price proposals.

In cases where a more detailed price proposal is needed, there is a place to upload an attachment file that will similarly keep the attachment file separate and unavailable to the City's evaluation team until the time they are ready to open and view price proposals. The place is directly on the Line Item itself.

Please see the following screenshots on how to upload an attachment directly to the price line:

At the bottom of the Event Details Start page (the main response page), Step 2 is for entering line bid response. Price can be entered at this summary level, but it also features the ability to drill down into the details of that line. To do so, click on the small link labeled "Bid"



Step 2: Enter Line Bid Responses

This event contains one or more individual lines that await your bid response. Some or all lines may require your bid in order for consideration by the Event Administrator.

Lines in This Event: 1

Lines Responded To: 0

Your Total Line Pricing: 1,000,000.000000 USD

[Hide Line Detail](#)

★ Bid Required Line Comments/Files

Line	Description	Unit	Requested Quantity	Your Bid Quantity	Your Unit Bid Price	No Bid	Your Total Bid Price	
1	On-Site Technical Assistance for Small Businesses in Boston	EA	1.0000	1.0000	1000000.000000	<input type="checkbox"/>	1,000,000.000000 USD	Bid

At any point in the bid response process you may save an in-progress bid and resume completion at later time. When your bid response is complete, submit for consideration.

[Submit Bid](#) [Save for Later](#) [Validate Entries](#)

The Line Details page will open. On that page is a link labeled “View/Add Question Comments and Attachments.” Click that link to begin the process of uploading a price proposal attachment file.

Line Details

Save for Later Start Page Validate Entries

Line: 1 of 1

Line Details

Line: 1

On-Site Technical Assistance for Small Businesses in Boston

Response Required: No ☐ No Bid

Category: Business Administration Service

[View/Add Question Comments and Attachments](#)

Unit of Measure: Each

Qty Requested: 1.0000

Your Max Bid Quantity: 1.0000

Your Unit Bid Price: 1000000.000000

Total Bid Price: 1,000,000.000000 USD

Reserve Price: No

Shipping Information Customize | Find | First 1 of 1 Last

Ship Quantity	Due Date	Ship To Location	Ship Via	Freight Terms
1.0000	09/13/2014	2610	View	

Item Specification

Save for Later Start Page Validate Entries

The Line

Comments and Attachment page opens. Click the link for “Add New Attachments.”

Line Comments and Attachments

Event ID: EV00001622 Line: 1

On-Site Technical Assistance for Small Businesses in Boston

Attachments

Add New Attachments

Attached File	Attachment Description	Upload	View	
		Upload	View	Add New Attachments Delete

Comments

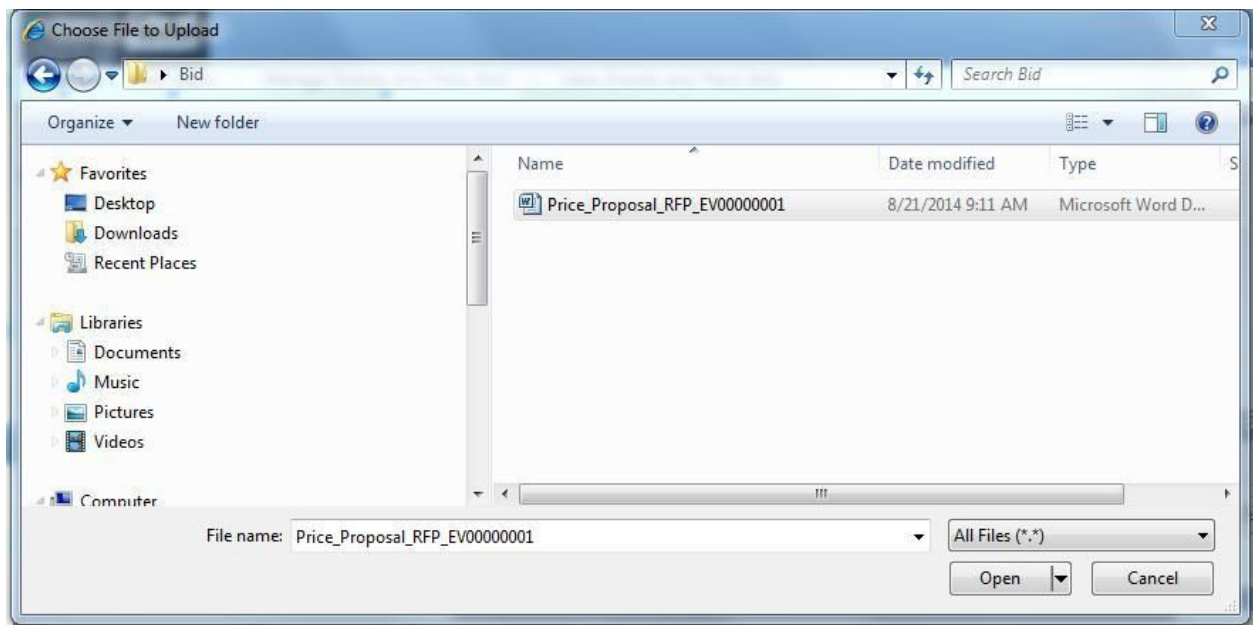
Add New Comments

OK Cancel

On the File Attachment pop-up, click “Browse” to begin searching for your file on your PC.



Navigate your PC and select the file you want to upload. Once select click “Open”



The file path will be shown. If the file is correct, click “Upload”



The Line Comments and Attachments page will now show that your file has been uploaded:

Line Comments and Attachments

Event ID: EV00001622 Line: 1

On-Site Technical Assistance for Small Businesses in Boston

Attachments

Add New Attachments					Customize	First
Attached File	Attachment Description	Upload	View			
Price_Proposal_RFP_EV00000001.docx		Upload	View			Add New Attachments

Comments

Add New Comments

OK Cancel

You have the option to add a description to the attachment, as well as a comment, to clarify or communicate to the City's evaluation team. Click "OK" when finished to return to the Line Details page.

On the Line Details page, click the "Start Page" button once all price file attachments are uploaded to return to the main Event Details response page.

CERTIFICATE OF AUTHORITY

(For Corporations Only)

(Current Date)

At a meeting of the Directors of the _____
(Name of Corporation)
duly called and held at _____
(Location of Meeting)
on the _____ day of _____ 20_____ at which a quorum was present and acting,
it was VOTED, that _____
(Name)
the _____ of this corporation is hereby
(Position)
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 _____ of this
(Position)
corporation.

Attest:

(Affix Corporate Seal Here)

(Clerk) (Secretary) of the Corporation

APPROVED AS TO FORM BY CORPORATION COUNSEL FEBRUARY, 1998
THIS FORM IS VOID AND WITHOUT LEGAL EFFECT IF ALTERED IN ANY WAY

CITY OF BOSTON
CONTRACTOR CERTIFICATION

To the Official, acting in the name and on behalf of the City of Boston

- A. The undersigned agrees to furnish all labor and materials and to perform all work required for:

in accordance with the terms of the accompanying contract documents.

- B. The Contractor is a/an:

(Individual-Partnership-Corporation-Joint Venture-Trust)

1. If the Contractor is a Partnership, state name and address of all partners:

2. If the Contractor is a Corporation, state the following:

Corporation is incorporated in the State of

President is

Treasurer is

Place of business is

(Street)

(City, State and Zip Code)

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

A copy of the joint venture agreement is on file at _____
and will be delivered to the Official on request.

4. If the Contractor is a Trust, state the name and address of all Trustees:

The trust document(s) are on file at _____,
_____ , and will be delivered to the Official on request.

5. 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, §5, was filed:

6. The Taxpayer Identification Number* of the contractor (the number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941) is:

*If individual, use Social Security Number _____

7. City of Boston Ordinance, Chapter IV, § 4-8 requires City Contractors to safeguard unprotected pedestrians, cyclists, and motorcyclists by installing side under-ride guards, convex blind spot mirrors, cross-over mirrors, and appropriate warning signage on all large vehicles used within the City of Boston in connection with a City

Contract. Large vehicles are those with a gross weight exceeding 10,000 lbs., a trailer with an unladen mass exceeding 10,000 lbs., or a semi-trailer with a gross weight exceeding 26,000 lbs. Contractors are required to have such large vehicles inspected by the City prior to starting work on a City of Boston Contract. Additional details may be found at www.cityofboston.gov/procurement.

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

Contractor: _____

By: _____
(Sign Here)

Title: _____

Business Address: _____
(Street)

(City, State and Zip Code)

NOTE: This statement must bear the signature of the contractor.

If the Contractor is an individual doing business under a name other than his own name this statement must so state, giving the address of the individual.

If the Contractor is a partnership this statement must be signed by a general partner designated as such. If the Contractor is a corporation, trust or joint venture this statement must be signed by a duly authorized officer or agent of such corporation, trust or joint venture.

APPROVED AS TO FORM BY CORPORATION COUNSEL AUGUST 2015
THIS FORM IS VOID AND WITHOUT LEGAL EFFECT IF ALTERED IN ANY WAY

(PUB AUG 2015)



STANDARD CONTRACT DOCUMENT

CITY OF BOSTON

(FORM CM 10)

CONTRACT ID:

Contractor Legal Name: (and d/b/a):	City Department Name:
Contractor Address:	Department Head: Mailing Address:
Contractor Vendor ID:	Billing Address (if different):

ACCOUNT	FUND	DEPT ID	PROGRAM	CLASS	PROJECT	BUD REF	FUNCTION	AMOUNT
								\$
								\$
								\$
								\$
								\$

Contract Details

Description/Scope of Services: (Attach supporting documentation)
--

Begin Date:

End Date:

Rate: \$

Not to Exceed Amount: \$

(Attach details of all rates, units, and charges)

Contract Signatures

AUDITOR	CONTRACTOR	AWARDING AUTHORITY/OFFICIAL
APPROVED AS TO AVAILABILITY OF APPROPRIATION OR PURSUANT TO ARTICLE 12.2 OF THE GENERAL CONDITIONS	AGREES TO PROVIDE THE GOODS OR SERVICES AS INDICATED IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS.	ATTACH APPROVED LETTER OF AWARD AND OTHER REQUIRED DOCUMENTS.
IN THE AMOUNT OF \$		
	SIGNATURE	SIGNATURE
SIGNATURE	TITLE	DATE
DATE	DATE	

CITY OF BOSTON

STANDARD CONTRACT GENERAL CONDITIONS

ARTICLE 1 -- DEFINITION OF TERMS:

1.1 The following terms in these Contract Documents shall be construed as follows:

1.1.1 "City" shall mean the City of Boston, Massachusetts.

1.1.2 "Contract" and "Contract Documents" shall include, in the following hierarchy of document precedence, as applicable: the City's Standard Contract Document; these Standard Contract General Conditions; the Invitations for Bids, Requests for Proposals, or other solicitations; the Contractor's responses including Contractor Certifications and Applications, excluding any language stricken by City as unacceptable and including any negotiated statements of work contemplated by the solicitation; and Performance Bonds, which documents are incorporated herein by reference.

1.1.3 "Contractor" shall mean the individual, partnership, corporation or other entity to which this Contract is awarded.

1.1.4 "Official" shall mean the awarding authority/officer acting on behalf of the City in the execution of the Contract.

ARTICLE 2 -- PERFORMANCE:

2.1 The Contractor shall conform to all determinations and directions, in accordance with provisions of this Contract, of the Official concerning all questions which may arise relating to the performance of services under this Contract.

2.2 The Contractor shall, upon written request of the Official, remove from City premises and replace all individuals in the Contractor's employ whom the Official determines to be disorderly, careless or incompetent or to be employed in violation of the terms of this Contract.

2.3 City is entitled to ownership and possession of all deliverables purchased or developed with Contract funds. All work papers, reports, questionnaires and other written materials prepared or collected by the Contractor in the course of completing the work to be performed under this Contract shall at all times be the exclusive property of the City. The Contractor shall not use such materials for any purposes other than the purpose of this Contract without the prior written consent of the Official. All Contractor proprietary rights shall be detailed in the Contract Documents.

2.4 Prior to beginning performance under this Contract, Contractor must receive a Purchase Order from City.

ARTICLE 3 -- ACCEPTANCE OF GOODS OR SERVICES:

3.1 Performance under this Contract shall include services rendered, obligations due, costs incurred, goods and deliverables provided and accepted by City. The City shall have a reasonable opportunity to inspect all goods and deliverables, services performed by, and work product of the Contractor, and accept or reject such goods, deliverables, services, or work product.

ARTICLE 4 -- TIME:

4.1 It is understood and agreed that Contractor's performance shall be timely and meet or exceed industry standards for the performance required.

ARTICLE 5 -- COMPENSATION:

5.1 The Contractor may, in the absence of a payment schedule, periodically submit to the Official invoices, itemizing goods, services, labor and expenses for which compensation is due and requesting payment for goods received or services rendered by the Contractor during the period covered by the invoice.

5.2 Thereupon the Official shall estimate the value of goods or services accepted by the City in accordance with the specific terms and conditions of a Contract, and City shall pay to the Contractor such amount less sums retained under the provisions of Article 8 of these General Conditions.

5.3 The City shall pay in full and complete compensation for goods received and accepted and services performed and accepted under this Contract in an amount not to exceed the amount shown on the face of this Contract paid in accordance with the rate indicated or in accordance with a prescribed schedule. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the City from all claims, liabilities or other obligations relating to the performance of a Contract.

5.4 In the event that this Contract provides for reimbursement by the City to the Contractor for travel or other expenses, the Contractor shall submit such proposed expenses to the Official for approval prior to the incurrence of such expenses, unless the Contract specifically provides otherwise, and all travel reimbursement shall be consistent with the City's Travel Policies and Procedures.

5.5 The Contractor shall furnish such information, estimate or vouchers relating to the goods or services or to documentation of labor or expenses as may be requested by the Official.

ARTICLE 6 -- RELATIONSHIP WITH THE CITY

6.1 The Contractor is retained solely for the purposes of and to the extent set forth in this Contract. Contractor's relationship to the City during the term of this Contract shall be that of an independent Contractor. The Contractor shall have no capacity to involve the City in any contract nor to incur any liability on the part of the City. The Contractor, its agents or employees shall not be considered as having the status or pension rights of an employee; provided that the Contractor shall be considered an employee for the purpose of General Laws c. 268A (the Conflict of Interest Law). The City shall not be liable for any personal injury to or death of the Contractor, its agents or employees.

6.2 Unless all the terms and conditions for the delivery or provision of goods or services by the Contractor to the City specified by this Contract are expressly set forth in a writing incorporated herein by reference, such delivery of goods or services shall require written approval of or direction by the Official prior to the incurrence of any liability by the City. The City has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract.

6.3 All alterations or additions, material or otherwise, to the terms and conditions of this Contract must be in writing and signed by the Official and Contractor and filed with the City Auditor. The City's Standard Contract Document and Standard Contract General Conditions shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, including contract forms, purchase orders, or invoices of the Contractor.

6.4 Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

ARTICLE 7 -- ASSUMPTION OF LOSS AND LIABILITY:

7.1 The Contractor shall pay and be exclusively responsible for all debts for labor and material contracted for by Contractor for the rental of any appliance or equipment hired by Contractor and/or for any expense incurred on account of services to be performed under this Contract.

7.2 The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all goods and deliverables, until possession, ownership and full legal title to the goods and deliverables are transferred to and accepted by the City.

7.3 To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless, and assume the defense of the City, its officers, agents or employees, with counsel acceptable to City, which acceptance shall not be unreasonably withheld, from all liabilities, suits, claims, losses, and costs or any other damages against them or any of them arising from any act or omission of the Contractor, its agents, officers, employees, or subcontractors in any way connected with performance under this Contract.

ARTICLE 8 -- REMEDIES OF THE CITY:

8.1 If the Contractor provides goods and/or services that do not comply with Contract specifications and requirements as reasonably determined by the Official, the Official may request that the Contractor refurnish services or provide substitute goods at no additional cost to the City until approved by the Official. If the Contractor shall fail to provide satisfactory goods or services, the Official, in the alternative, may make any reasonable purchase or Contract to purchase goods or services in substitution for those due from the Contractor. The City may deduct the cost of any substitute Contract or nonperformance of services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor. The City otherwise retains all rights and remedies at law or in equity.

8.2 If the damages sustained by the City as determined by the Official exceed sums due or to become due, the Contractor shall pay the difference to the City upon demand.

8.3 The Contractor shall not be liable for any damages sustained by the City due to the Contractor's failure to furnish goods or services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including but not necessarily limited to a state of war, act of enemies, embargoes, expropriation or labor strike or any unanticipated federal, state, or municipal governmental regulation or order, provided that the Contractor has notified the Official in writing of such cause as soon as practicable.

8.4 The City may terminate this Contract for cause if the Contractor has breached any material term or condition and has not corrected the breach within a reasonable period of time after written notice from the City identifying the breach. This Contract may be terminated at any time for the convenience of the City at the option of the Official by delivering or mailing to the Contractor at the Contractor's business address a written notice of termination setting forth the date, not less than seven (7) days after the date of such delivery or mailing, when such termination shall be effective. In the event of such termination for convenience, the Contractor shall be compensated for services rendered to the effective date of said termination in accordance with the rates of compensation specified in this Contract. The parties agree that if City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

ARTICLE 9 -- REMEDIES OF CONTRACTOR:

9.1 If damages, other than loss on nonconforming services or on services not performed, are actually sustained by the Contractor due to any act or material omission for which the City is legally responsible, the City may allow a sum equal to the amount of such damages sustained by the Contractor as determined by the Official in writing, provided the Contractor shall have delivered to the Official a detailed written statement of such damages and cause thereof within thirty (30) days after the act or material omission by the City.

ARTICLE 10 -- PROHIBITION AGAINST ASSIGNMENT:

10.1 The Contractor shall not assign, delegate, subcontract or in any way transfer any interest in this Contract without prior written consent of the Official.

ARTICLE 11 -- COMPLIANCE WITH LAWS AND PUBLIC POLICY:

11.1 This Contract is made subject to all laws of the Commonwealth of Massachusetts. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

11.2 The Contractor shall provide, at its sole expense, all necessary licenses, permits or other authorizations required by the City, the Commonwealth of Massachusetts or any other governmental agency with proper jurisdiction.

11.3 The Contractor shall where applicable take out and maintain during the term of this Contract such Worker's Compensation insurance as may be reasonably necessary to protect the Contractor from claims under General Laws c. 152 (the Worker's Compensation Law). The Contractor shall at all times maintain professional, liability, and other appropriate insurance as required by the solicitation or as otherwise required by City, but in no event less than the amount and type of insurance coverage sufficient to cover the performance.

11.4 The Contractor agrees and shall require any subcontractor to agree not to discriminate in connection with the performance of work under the Contract against any employee or applicant for employment because of sex, race, color, sexual orientation, gender identity or expression, marital status, parental status, ex-offender status, prior psychiatric treatment, military status, religious creed, disability, national origin, ancestry, source of income, or age, unless based upon a legally permissible and bona fide occupational qualification. The Contractor agrees and shall require any subcontractor to agree to 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.

11.5 The Contractor's attention is called to General Laws c. 268A (the Conflict of Interest Law). The Contractor shall not act in collusion with any City officer, agent, or employee, nor shall the Contractor make gifts regarding this Contract or any other matter in which the City has a direct and substantial interest.

11.6 The Contractor shall keep himself fully informed of all City Ordinances and Regulations, and State and Federal laws, which in any manner affect the work herein specified. The Contractor shall at all times observe and comply with said ordinances, regulations or laws, and shall defend, hold harmless, and indemnify the City, its officers, agents and employees against any claim or liability arising from or based on the violations of such ordinances, regulations or laws, caused by the negligent actions or omissions of the Contractor, its agents, or employees.

11.7 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" (City of Boston, Chapter IV, Section 4-4), it is understood and agreed by the Contractor, and the Contractor by the execution of this Contract so certifies, as follows: (1) That the Contractor shall actively solicit bids for the subcontracting of goods and services from certified minority and women businesses; (2) That in reviewing substantially equal proposals the Contractor shall give additional consideration to the award of subcontracts to certified minority and women bidders.

11.8 The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the U.S. government, the Commonwealth of Massachusetts, or any of its subdivisions.

11.9 The Contractor certifies that neither it nor any of its subcontractors have been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c149, c151, or the Fair Labor Standards Act within three (3) years prior to the date of the Contract; or certifies that it has provided copies of any and all of the above to the Official prior to the date of the Contract and

any required wage bond or insurance; and certifies that while the Contract is in effect, it will report any instance of the above to the Official within five (5) days of Contractor's receipt. The Contractor agrees and shall require any subcontractor to post in conspicuous places notices to be provided by the City, informing employees of the protections of applicable local, state, and federal law.

11.10 Contractor agrees that they shall fully with all state and federal laws and regulations regarding human trafficking and forced labor. Failure to do so will be considered a breach of this Contract.

ARTICLE 12 -- AVAILABLE APPROPRIATION:

12.1 This Contract and payments hereunder are subject to the availability of an appropriation therefor. Any oral or written representations, commitments, or assurances made by the Official or any other City representatives are not binding. Contractors should verify funding prior to beginning performance.

12.2 If the Contract is funded under a grant with the Federal Government, it is being executed without further appropriation pursuant to General Laws c. 44, s.53A.

12.3 When the amount of the City Auditor's certification of available funds is less than the face amount of the Contract, the City shall not be liable for any claims or requests for payment by the Contractor which would cause total claims or payments under this Contract to exceed the amount so certified.

12.4 Unless otherwise expressly provided in a writing incorporated herein by reference, the amount certified by the City Auditor as available funds under this Contract may be increased or decreased by the Official with the written approval of such change by the City Auditor. In the event of any decrease in the amount certified, the Contractor shall be compensated for services rendered to the effective date of such reduction, in accordance with the rates of compensation specified in this Contract.

ARTICLE 13 -- RELEASE OF CITY ON FINAL PAYMENT:

13.1 Acceptance by the Contractor of payment from the City for final services under this Contract shall be deemed to release forever the City from all claims and liabilities, except those which the Contractor notifies the Official in writing within six (6) months after such payment.

ARTICLE 14 -- PUBLIC RECORDS AND ACCESS

14.1 The Contractor shall provide full access to records related to performance and compliance to the City for seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor cannot claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

ARTICLE 15 -- STATE TAXATION CERTIFICATION:

15.1 Pursuant to M.G.L. c. 62C, s. 49A, the Contractor certifies under penalties of perjury, that to the best of Contractor's knowledge and belief, Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support. (NOTE: The Taxpayer Identification Number will be furnished to the Massachusetts Department of Revenue to determine compliance with the above-referenced law).

ARTICLE 16 -- MONIES OWED TO THE CITY:

16.1 Pursuant to M.G.L. c. 60, s. 93, the Contractor agrees that the Collector/Treasurer of the City of Boston may withhold from amounts owing and payable to the Contractor under this Contract any sums owed to any department or agency of the City of Boston which remain wholly or partially unpaid. This shall include but not be limited to unpaid taxes and assessments, police details, and any other fees and charges until such sums owed have been paid in full, and the Collector/Treasurer may apply any amount owing and payable to the Contractor to satisfy any monies owed to the City.

ARTICLE 17 -- BID COLLUSION:

17.1 The Contractor certifies under penalties of perjury that his/her bid or proposal has been made and submitted in good faith and without collusion, fraud, or unfair trade practice with any other person. As used in this article, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals. Any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

ARTICLE 18 -- FORUM AND CHOICE OF LAW:

18.1 Any actions arising out of this Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Boston, Massachusetts which shall have exclusive jurisdiction thereof.

CITY OF BOSTON

SUPPLEMENTAL INFORMATION TECHNOLOGY TERMS AND CONDITIONS TO FORM CM11

The following terms and conditions are added to the City of Boston Standard Contract General Conditions (Form CM11), to the extent permitted by law, for purposes of Contract number _____ between the City of Boston and _____:

A. Indemnification for Information Technology Contracts. This paragraph A is in lieu of and replaces paragraph 7.3 of Form CM11. Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents and employees from all liabilities, suits, claims, damages, costs (including without limitation reasonable attorneys' fees), and losses arising out of (i) the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of Contractor or any of its agents, subcontractors, employees, suppliers, laborers, or any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract; or (ii) Contractor's breach of its data security or privacy obligations.

Further, the Contractor will, to the fullest extent permitted by law, indemnify, defend, and hold harmless the City, its officers, agents, and employees, from all liabilities, suits, claims, damages, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. intellectual property rights, including copyright and patent, by any software or other intangible deliverables, goods or services provided hereunder, provided, that the foregoing obligation shall not apply to the extent of an action or claim resulting from the City's misuse of Contractor's software or other intangible deliverables, goods or services.

B. Limitation of Liability for Information Technology Contracts. Contractor's liability for damages to the City for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the greater of One Hundred Thousand Dollars (\$100,000.00) or two times the Purchase Price. The "Purchase Price" will mean the Not to Exceed Contract amount, including amendments; except that, with respect to a Contract under which multiple project awards are made (e.g., a Master Agreement or Multiple Award Schedule contract), "Purchase Price" will mean the total aggregate price of the purchase order(s) for the Deliverable(s) or service(s) for each project awarded under a Master Agreement. The foregoing limitation of liability shall not apply (i) to liability for Patent or Copyright infringement liability or to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights; (ii) to claims arising under provisions herein calling for indemnification that include third party claims against the City for bodily injury to persons or damage to real or tangible personal property caused by Contractor's negligence or willful misconduct; (iii) to Contractor's breach of its data security or privacy obligations, including without limitation indemnification obligations; or (iv) to Contractor's gross negligence or willful misconduct.

The City's liability for damages for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price, as that term is defined in section B. above. Nothing herein shall be construed to waive or limit the City's sovereign immunity or any other immunity from suit provided by law.

In no event will either the Contractor or the City be liable for consequential, incidental, indirect, or special damages, including lost profits, or lost revenue, even if notification has been given as to the possibility of such damages, except (i) to the extent that Contractor's liability for such damages is specifically set forth in the Statement of Work or (ii) to the extent that Contractor's liability for such damages arises out of sub-section B(i) through B(iv) above. Notwithstanding any other provision in this Contract, nothing herein is intended to limit the City's ability to recover, where applicable, the reasonable costs the City incurs to repair, return, replace or seek cover (purchase of comparable substitute goods or services) under a Contract.

C. Confidentiality, Protection of Personal Data and Information. The Contractor agrees to maintain the security and confidentiality of all City Data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information. Provided further that any Contractor having access to credit card or banking information of City or its customers certifies that the Contractor is PCI-DSS compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation of compliance during the Contract; provided further that the Contractor shall immediately notify the City in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the City and provide access to any relevant information relating to the security breach and Contractor shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

D. Rights to Data. The City and Contractor agree that as between them, all rights, including all intellectual property rights, in and to Data shall remain the exclusive property of the City, and Contractor has a limited, non-exclusive license to access and use the Data as provided to Contractor solely for performing its obligations under the Contract. "Data" means any information, or other content that the City, the City's employees, agents and end users upload, create or modify using the software, goods or services pursuant to this Contract. Data also includes user identification information and metadata which may contain Data or from which the City's Data may be ascertainable. Nothing herein shall be construed to confer any license or right to the Data, including user tracking and exception Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of Data by Contractor or third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" means

the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized. City may access and download the Data during the Term of this Agreement.

E. Data Location. Unless approved in advance by the City's Chief Information Officer, the physical location of Contractor's data center where the Data is stored shall be within the continental United States.

CM FORM 15A

CORI COMPLIANCE

The City of Boston is subject to City of Boston Code, Chapter 4, section 7, which is intended to ensure that persons and businesses supplying goods and/or services to the City of Boston deploy fair policies relating to the screening and identification of person with criminal backgrounds through the CORI system. Vendors entering into contracts with the City must affirm that their policies regarding CORI information are consistent with the standards set by the City of Boston.

CERTIFICATION

The undersigned certifies under penalties of perjury that the vendor is in compliance with the provisions of City of Boston Code, Chapter 4, section 7, as currently in effect. **All Vendors must check one of the three lines below.**

1. ☐ CORI checks are not performed on any Applicants.
2. ☐ CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policy is consistent with the standards set forth on the attached CM Form 15B.
3. ☐ CORI checks are performed on some or all Applicants. The Vendor's CORI policy is not consistent with the standards set forth on the attached CM Form 15B (a copy of the Vendor's written CORI policy must accompany this form).

(Typed or printed name of person signing
quotation, bid or proposal)

Signature

(Name of Business)

NOTE:

The Awarding Authority may grant a waiver of CBC 4-7.3 under exigent circumstance on a contract by contract basis.

Instructions for Completing CM Form 15B:

A Vendor should not check Line 1 unless it performs NO CORI checks on ANY applicant.

A Vendor who checks Lines 2 certifies that the Vendor's CORI policy conforms to the standards set forth in CM Form 15B. A Vendor with a CORI policy that does NOT conform to the standards set forth on CM Form 15B must check Line 3. Vendors who check Line 3 will not be permitted to enter into contracts with the City, absent a waiver, as provided for in CBC 4-7.4.

For any waiver to be granted, a completed CM Form 15C must be completed by the awarding authority and attached hereto.

CM FORM 15B

CORI COMPLIANCE STANDARDS

By checking line 2 on the foregoing CM Form 15A, the Vendor affirms that its CORI-related policies, practices, and standards are consistent with the following standards:

1. The Vendor does not conduct a CORI check on an Applicant unless a CORI check is required by law or the Vendor has made a good faith determination that the relevant position is of such sensitivity that a CORI report is warranted.
2. The Vendor reviews the qualifications of an Applicant and determines that an Applicant is otherwise qualified for the relevant position before the Vendor conducts a CORI check. The Vendor does not conduct a CORI check for an Applicant that is not otherwise qualified for a relevant position.
3. If the Vendor has been authorized by the MDCJIS to receive CORI reports consisting solely of conviction and case-pending information and the CORI report received by the Vendor contains other information (i.e. cases disposed favorably for the Applicant such as Not Guilty, Dismissal) then the Vendor informs the Applicant and provides the Applicant with a copy of MDCJIS' information for the Applicant to pursue correction.
4. When the Vendor receives a proper CORI report of an Applicant that contains only the CORI information that the Vendor is authorized to receive and the Vendor is inclined to question an applicant about their criminal history, or refuse, rescind, or revoke the offer of a position to an Applicant, then the Vendor complies with this section by, including, but not limited to, notifying the Applicant of the potential adverse employment action, providing the Applicant with a photocopy of the CORI report received by the Vendor, informing the Applicant of the specific parts of the CORI report that concern the Vendor, providing an opportunity for the Applicant to discuss the CORI report with the Vendor including an opportunity for the Applicant to present information rebutting the accuracy and/or relevance of the CORI report, reviewing any information and documentation received from the Applicant, and documenting all steps taken to comply with 803 CMR 2.17.
5. The Vendor makes final employment-related decisions based on all of the information available to the Vendor, including the seriousness of the crime(s), the relevance of the crime(s), the age of the crime(s), and the occurrences in the life of the Applicant since the crime(s). If the final decision of the Vendor is adverse to the Applicant and results in the refusal, rescission, or revocation of a position with the Vendor then the Vendor promptly notifies the Applicant of the decision and the specific reasons therefor. Nothing in these requirements modifies or affects a Vendor's obligation to comply with Massachusetts or federal laws regarding CORI.

APPROVED AS TO FORM BY CORPORATION COUNSEL JUNE 2014

(PUB June 2014)

CORI COMPLIANCE WAIVER



CITY OF BOSTON JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION • (617) 918-5236

NOTICE TO VENDORS

Requirements Of The Boston Jobs And Living Wage Ordinance

All City of Boston Departments awarding Service Contracts must provide vendors responding to Invitation for Bids (IFB), Request for Proposals (RFP) and Unadvertised Contracts with a copy of this Notice.

- 1. COVERED VENDOR:** Any for-profit or not-for-profit employer who employs at least 25 full-time equivalents (FTE) who has been awarded a Service Contract of \$25,000 or more from the City of Boston must comply with the provisions of the Boston Jobs and Living Wage Ordinance. FTE is defined in the Ordinance as a formula to calculate the number of employee work hours which equal one full-time position. For the purposes of this Ordinance, full time shall mean the standard number of working hours, between 35 hours and 40 hours per week that is used by the Covered Vendor to determine full-time employment.
- 2. COVERED SUBCONTRACTOR:** Any Subcontractor who is awarded a Subcontract of \$25,000 or more from a Covered Vendor and the Subcontract is paid from the funds of the City of Boston service contract, must comply with the provisions of the Boston Jobs and Living Wage Ordinance.
- 3. AFFIDAVIT AND AGREEMENT REQUIRED:** All vendors proceeding with IFBs, RFPs or Unadvertised Contracts for \$25,000 or more, must file a **VENDORS LIVING WAGE AFFIDAVIT**, (Form LW-8), and the **COVERED VENDORS LIVING WAGE AGREEMENT**, (Form LW-2) at the time a Covered Vendor is awarded a Service Contract or signs an unadvertised Service Contract with the City of Boston.
- 4. PAYMENT OF LIVING WAGE:** Covered Vendors subject to the Ordinance must pay the *Living Wage*, which is currently \$14.11 per hour to all employees who expend time on a Service Contract of a Covered Vendor or Covered Subcontractor. The *Living Wage* is subject to an annual adjustment and will increase to \$14.23 on July 1, 2016.
- 5. MAINTENANCE OF PAYROLL RECORDS:** Each Covered Vendor shall maintain payrolls for all Covered Employees and basic records relating thereto for a period of three years. The records shall contain the name and address of each employee, job title and classification, number of hours worked each day, gross wages, deductions made, actual wages paid, a copy of the social security returns, and evidence of payment thereof, a record of fringe benefit payments including contributions to approved plans, funds or programs and/or additional cash payments, and such other data as may be required by the Living Wage Division from time to time.
- 6. EXAMINATION OF PAYROLL RECORDS:** Each Covered Vendor shall permit the Living Wage Administrator or his/her designee to observe work being performed upon the work site, to interview employees and to examine the books and records relating to the payrolls being investigated.

- 7. COVERED EMPLOYEE FACT SHEET (FORM LW-4) AND POSTER:** All Covered Vendors shall provide each Covered Employee with a *Covered Employee Living Wage Fact Sheet (Form LW-4)* containing information about the Ordinance. In addition, all Covered Vendors shall hang a poster containing information about the Ordinance in a conspicuous location visible to all employees. The Living Wage Administrator shall provide the fact sheet and poster to Covered Vendors.
- 8. QUARTERLY AND BIENNIAL REPORTS (FORMS LW-9, LW-9A):** Covered Vendors shall provide Quarterly or Biannual reports to the Living Wage Administrator of their employment activities. Not-for-profit vendors with 50 or more FTEs and all for-profit vendors shall be required to provide such reports quarterly. Not-for-profit vendors with less than 50 FTEs shall be required to provide such reports biannually.
- 9. IMPORTANT TAX INFORMATION/EARNED INCOME CREDIT:** Certain employees who earn less than \$54,000 per year **may** be eligible for certain federal and/or state tax credits called the **EARNED INCOME CREDIT**. Your payroll clerk is required to keep on hand the appropriate Internal Revenue Service forms, (Federal Form W5), information and instructions in the event any of your employees requests assistance in this matter.
- 10. PENALTIES AND REMEDIES:** In the event the Director of the Living Wage Division determines, after notice and hearing, that any Covered Vendor has failed to pay the Living Wage or has otherwise violated the provisions of the Ordinance, the Director may order any or all of the following penalties and relief:
- Fines in the amount of \$300 for each Covered Employee for each day that the Covered Vendor is in violation of this Ordinance;
 - The filing of a complaint with the pertinent State or Federal agency;
 - Wage restitution for each affected employee;
 - Suspension of ongoing contracts and subcontract payments; and
 - Ineligibility for future Contracts with the City for three years or until all penalties and restitution have been paid in full.
 - Any other action deemed appropriate and within the discretion and authority of the city.
 - None of the above remedies is intended to be exclusive or a prerequisite for asserting a claim for relief to enforce the right granted under the Ordinance in a court of law. The Ordinance shall not be construed to limit an employee's right to initiate a court action for wrongful termination.
- 11. FIRST SOURCE HIRING AGREEMENT (FORM LW-10):** All Covered Vendors and Covered Subcontractors who are awarded a contract shall sign a First Source Hiring Agreement (Form LW-10) with one or more Referral Agencies or One Stop Career Centers.
- 12. DESIGNATED DEPARTMENT:** For the purposes of the Ordinance, The Living Wage Division of the Office of Workforce Development is the City's Designated Department responsible for overall implementation, compliance and enforcement. The *Contracting Department* is the agency awarding the service contract. The Living Wage Division is located at 43 Hawkins Street, Boston, MA 02114, telephone: (617) 918-5236 or fax: (617) 918-5299. Any questions concerning the Ordinance, Regulations, or the current *Living Wage* amount, should be referred to the Living Wage Division.
- 13. REGULATIONS:** The Jobs and Living Wage Regulations are available during normal business hours at the Office of the Living Wage Division.



CITY OF BOSTON JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION • (617) 918-5236

COVERED VENDORS LIVING WAGE AGREEMENT

At the same time the City of Boston awards a Service Contract through a Bid, a Request for Proposal or an Unadvertised Contract, the Covered Vendor must complete this Form and submit it to the City, agreeing to the following conditions. In addition, any Subcontractor of the Covered Vendor shall complete this form and submit it to the City at the time the Subcontract is executed, also agreeing to the following conditions:

Part 1: Covered Vendor (or Subcontractor) Information:

Name of Vendor: _____

Local Contact Person: _____

Address _____
Street City Zip

Telephone #: _____ Fax #: _____

E-Mail: _____

Part 2: Name of the program or project under which the Contract or Subcontract is being awarded: _____

Part 3: Workforce Profile of Covered Employees paid by the Service Contract or Subcontract:

A. List all Covered Employees' job titles with wage ranges (Use additional sheets of paper if necessary): Identify number of employees in each wage range.

JOB TITLE	< \$14.23 p/h	\$14.23 p/h- \$15.00 p/h	\$15.01 p/h- \$20.00 p/h	> \$20.01 p/h

B. Total number of Covered Employees: _____

C. Number of Covered Employees who are Boston residents: _____

D. Number of Covered Employees who are minorities: _____

E. Number of Covered Employees who are women: _____

Part 4: 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:

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

Describe the potential for advancement and raises for Covered Employees:

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:

Part 5: Service Contracts:

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

<u>SUBCONTRACTOR</u>	<u>ADDRESS</u>	<u>AMOUNT OF SUBCONTRACT</u>

NOTE: Any Covered Vendor awarded a Service Contract must notify the Contracting Department within 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 Office Of Workforce Development, telephone: (617) 918-5236 or your Contracting Department.

Part 6: 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



CITY OF BOSTON JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION • (617) 918-5236

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 City of Boston must comply with the provisions of the Boston Jobs And Living Wage Ordinance which requires any such Vendors to pay at least the **Living Wage which is \$14.23 per hour** to any employee who directly expends his or her time on the services set out in the contract. All Subcontractors whose subcontracts are at least \$25,000 are also required to pay the Living Wage.

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

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

IMPORTANT: Please print in ink or type all required information. Assistance in completing this Form may be obtained by calling or visiting, The Living Wage Administrator, The Living Wage Division of the Office Of Workforce Development, telephone: (617) 918-5236, facsimile: (617) 918-5299, or your Contracting Department.

Part 1: VENDOR INFORMATION:

Name of Vendor: _____

Contact Person: _____

Address _____
Street City Zip

Telephone #: _____ Fax #: _____

E-Mail: _____

Part 2: 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 3: 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 4: EXEMPTION FROM BOSTON JOBS AND LIVING WAGE ORDINANCE

Any Vendor who qualifies may request an 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 City of Boston 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 provide trainees a stipend or wage as part of a job training program and provides the trainees with additional services, which may include but are not limited to room and board, case management, and job readiness services, and provided further that the trainees do not replace current City funded positions.

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

PART 5. 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 Jobs And Living Wage Ordinance unlawful:

GENERAL WAIVER ATTACHMENTS:

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

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

PART 6: VENDOR AFFIDAVIT:

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

Signed under the pains and penalties of perjury.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

TITLE: _____

CM FORM 16

WAGE THEFT PREVENTION

The City of Boston has established requirements for City contracts in an effort to prevent wage theft. Prospective vendors must provide the following certifications or disclosures with their bids/proposals. Failure to provide the following shall result in rejection of the bid/proposal.

CERTIFICATION

The undersigned certifies under penalties of perjury that the vendor is in compliance with the provisions of the Executive Order titled "Establishing Requirements for City Contracts in an Effort to Prevent Wage Theft," as currently in effect. **All Vendors must certify the following:**

1. ☐ Neither this firm nor any subcontractor has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c149, c151, or the Fair Labor Standards Act within three (3) years prior to the date of this bid/proposal submission.
2. ☐ This firm, or a subcontractor of this firm, has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c149, c151, or the Fair Labor Standards Act within three (3) years prior to the date of this bid/proposal submission and such documentation is included in the bid/proposal submission.
3. Any federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c149, c151, or the Fair Labor Standards Act imposed while any bid/proposal is pending and, if awarded a contract, during the term of the contract, will be reported to the Official within five (5) days of receiving notice.
4. Vendors awarded a contract that have disclosed a federal or state criminal or civil judgment, administrative citation, final administrative determination, or order resulting from a violation of G.L. c149, c151, or the Fair Labor Standards Act within three (3) years prior to the date of this bid/proposal, or during the term of the contract and through the contract term shall furnish their monthly certified payrolls to the Official for all employees working on such contract and may be required to obtain a wage bond or other suitable insurance in an amount equal to the aggregate of one year's gross wages for all employees. Vendors subject to a state or

federal debarment for violation of the above laws or prohibited from contracting with the Commonwealth are prohibited from contracting with the City, and upon a finding or order of debarment or prohibition, the City may terminate the contract.

5. Notice provided by the City, informing employees of the protections of the Order and applicable local, state, and federal law will be posted in conspicuous places.

(Typed or printed name of person signing
quotation, bid or proposal)

Signature

(Name of Business)

Instructions for Completing CM Form 16:

A vendor must check box 1 or box 2 as applicable and must sign this Form, certifying compliance with the requirements set out in this Form. This Form must be included with the bid or proposal, and for multi-year contracts must be completed annually on the contract anniversary.

Pursuant to the above mentioned Executive Order, vendors who have been awarded a contract with the City of Boston must post the Massachusetts Wage and Hour Laws notice informing employees of the protections of G.L. c. 149, c. 151, and the Fair Labor Standards Act in conspicuous places. This notice can be found at:

<http://www.mass.gov/ago/docs/workplace/wage/wagehourposter.pdf>