

# REQUEST FOR PROPOSALS:

## Bicycle Repair and Maintenance Employee Benefit



People Operations Cabinet  
Alex Lawrence  
**EV0000XXXX**

### PROJECT SUMMARY:

This RFP seeks to address the gap in employee transportation benefits.

- The winning bid will provide three pop-up bike maintenance shops on City Hall properties.
- These pop-up shops will invoice the City a max of \$200 per employee served and charge the employee the rest.

### KEY DATES AND INFORMATION

EVENT	DATE
IQC Issue Date	<b>00/00/2022</b>
Bid Due Date	<b>00/00/2022</b>
Anticipated Contract Term	<b>3/1/2023 – 12/31/2023</b>
Anticipated Contract Amount	<b>\$\$\$</b>
Designated Contact	<b>Buyer Name, Buyer email</b>
Link to RFP	<a href="https://boston.gov/procurement/EV0000####">boston.gov/procurement/EV0000####</a>

**KEY DATES AND INFORMATION**

KEY DATES	
RFP Issue Date	<b>12/26/2022</b>
Pre-Proposal Conference Location   Zoom/Teams link	<b>01/10/2022 at 9:00 AM ET</b>
Questions Due to the City	<b>1/11/2023 @ 5:00PM</b>
Q&A Posted by the City	<b>1/13/2023</b>
Proposal Due Date	<b>02/10/2023</b>
Anticipated Contract Start Date and Term	<b>3/1/2023 – 12/31/2023</b>
Anticipated Contract Amount	<b>\$\$\$</b>
IMPORTANT INFORMATION	
RFP Number	<b>EV0000XXXX</b>
RFP Link	<a href="https://boston.gov/procurement/EV0000####">boston.gov/procurement/EV0000####</a> .
Minimum Qualifications	<b>XX</b>
Question Submission	All questions must be submitted via email. RFP number must be included in the subject line.
City Contact Name*	
City Contact Email*	
<i>*After the proposal deadline, Vendors should not contact the RFP Coordinator or any other City official or employee regarding this RFP, except to respond to a request by the RFP Coordinator. Vendors may continue to contact City officials and employees about issues unrelated to this RFP.</i>	

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## 1. SCOPE OF WORK

### 1.1 STATEMENT OF NEED

The City of Boston People Operations Cabinet helps support Boston's greatest asset in delivering effective government: City Workers. With this Request for Proposal (RFP), the Cabinet is seeking a vendor to create a new employee benefit that provides City Workers with access to pop-up bike maintenance shops at City locations. The primary goal is to reduce City employee emissions by encouraging employees to commute by bike. This new program aligns to the following Mayoral priorities:

1. **Green New Deal for Boston:** Achieving a Green New Deal for Boston demands that we use every tool in our toolbox to decrease carbon emissions. One way we can do this is by making fossil fuel-free transportation options easy to access and joyful to use for our 19,000-person workforce.
2. **Walk-the-Walk:** Serve as an example we would like other employers in Boston and the region to emulate.
3. **Be an employer of choice:** Adapt our workplace policies and employee benefits to better support the needs of our workforce.
4. **Equitable procurement:** Use employee transit benefit programs to support minority- and woman-owned business enterprises located in the City of Boston.

### 1.2 SCOPE OF WORK SPECIFICATIONS

*The following section outlines the key components of the scope of work and detailed expectations, response instructions, and evaluation criteria for each.*

#### 1.2.1 POP-UP BIKE AND MAINTENANCE REPAIR EVENTS

##### 1.2.1.1 Quick Description

The Contractor would provide bike repair and maintenance at a series of temporary, one-day events, featuring tents and signage, for City employees.

### **1.2.1.2 Expectations**

The selected vendor is expected to provide the following:

#### Materials:

- Parts and equipment, including tools, repair stands, parts, and other items (e.g., degreaser, lube, brushes).

#### Services:

- Basic bike maintenance and repair of City employees' personal bikes, ranging in style, brand, and size.
  - o Repairs to be limited to what can be accomplished on-site, outside of a bike shop.
  - o Preference will be given to a vendor that can also sell bike accessories at these events.
- Booking management, including the ability for City workers to sign up / register for appointments.

#### Labor:

- Bike mechanics and support staff to manage invoices.

#### Experience / Expertise:

- Have expertise and experience in servicing and repairing bikes.
- Have experience carrying out logistically complex events.
- Have the available time to properly manage and oversee planning and design work that must be accomplished in an accelerated timeline.
- Have the ability to supply tools and labor necessary for the repair and maintenance of bikes.
- Have the ability to service 60-120 employees per calendar year.

### **1.2.1.3 Proposal Requirements**

- Complete section **XX** in Technical Proposal Template

## **1.2.2 PAYMENT PROCESSING**

### **1.2.2.1 Quick Description**

The Contractor would be responsible for managing payments and providing detailed invoices to the City for each employee. The vendor will provide detailed invoices to the City for each employee, covering up to \$200 worth of services and goods. The employee will pay for any amount over that limit.

### **1.2.2.2 Expectations**

The selected vendor is expected to provide the following:

#### Material:

- Paper and / or digital invoices detailing:
  - o Costs including labor, parts, and any accessories purchased by the employee.
  - o Overhead would also be calculated and billed.
  - o Invoices would be supplied to the City within two weeks of each event.
  - o Invoices would cover up to \$200 worth of services and goods. Employees will pay for any amount over that limit.  
Example: If an employee brings their bike to the first event and needs \$150 worth of service, the vendor will invoice the City for that amount. If at the following event, the same employee needs \$100 worth of services, the vendor will invoice the City for \$50 and charge the employee the remaining \$50 balance.
- Point of sale equipment and other financial tracking tools to provide the necessary receipts and invoices.

#### Labor:

- Support staff to manage invoices.

### **1.2.2.3 Proposal Requirements**

- Complete section **XX** in Technical Proposal Template

## **1.2.3 PERFORMANCE MEASUREMENT**

### **1.2.3.1**

#### **Material**

### 1.3 REPORTING AND PERFORMANCE MEASUREMENT

Below is a list of performance measures of interest to the City and is not exhaustive or final. As a part of a response to this RFP, vendors may propose more or alternative performance metrics. The final set of performance metrics will be negotiated during the contracting process and may be adjusted over time as needed.

#### 1.3.1 DESCRIPTION

#### 1.3.2 PROCESS

#### 1.3.3 PERFORMANCE MEASURES

**TABLE 2: PERFORMANCE MEASURES**

PERFORMANCE MEASURE	MEASURE DEFINITION	DATA SOURCE	REPORTING FREQUENCY
<b>Number of Employees Serviced</b>		Vendor Financial Tracking System	
<b>Average Dollar Amount Spent by Employees</b>		Vendor Financial Tracking System	
<b>Total Dollar Amount Invoiced to the City</b>		Vendor Financial Tracking System	
<b>Number of Employees Turned Away (e.g. due to limited vendor capacity)</b>		Vendor Tracking System	



#### **2.2.4 Operational Capacity & Diversity & Equity**

A core purpose of this RFP is to create events that are accessible to and resonate with the many diverse communities of Boston. Cultural sensitivity and experience working with diverse communities and organizations will be key in planning and executing successful events. A portion of the technical proposal's evaluation will be based on the plan to incorporate diversity and equity in the planning and execution of your work with us.

## **2. EVALUATION APPROACH AND SELECTION PROCESS**

### **2.1 EVALUATION APPROACH**

#### **2.1.1 MANDATORY PROPOSAL REQUIREMENTS**

The City will only evaluate proposals that meet the following requirements:

- Response (including all required forms / documentation) is submitted by the deadline.
- Technical and Price Proposal are submitted separately.
- Price information is not included in the technical proposal.

## 2.1.2 EVALUATION GRADING SCALE

Proposals that have met all minimum evaluation criteria will then be evaluated by a team of evaluators. Each section of the Vendor Response Form will be evaluated according to the following evaluation grading scale:

GRADE	Highly Advantageous	Advantageous	Not Advantageous	Unacceptable
	<input type="checkbox"/> XX <input type="checkbox"/> XX <input type="checkbox"/> XX	<input type="checkbox"/> XX <input type="checkbox"/> XX <input type="checkbox"/> XX	<input type="checkbox"/> XX <input type="checkbox"/> XX <input type="checkbox"/> XX	<input type="checkbox"/> XX <input type="checkbox"/> XX <input type="checkbox"/> XX

## 2.2 SELECTION PROCESS

### 2.2.1 MINIMUM QUALIFICATIONS COMPLIANCE REVIEW

The Evaluation Committee may reject any proposal that does not meet the minimum qualifications outlined in table 1. Proposals that pass the Mandatory Minimum Qualifications Compliance Review will have their Pricing Proposals held for later evaluation and will advance to the next stage of evaluation.

### 2.2.2 TECHNICAL PROPOSAL REVIEW

The City will identify the proposal that is the most advantageous overall from the pool of vendors who have met the minimum criteria responsible and responsive vendors, taking into consideration both price and the comparative categories associated with each criteria outlined.

### 2.2.3 DEMONSTRATIONS / INTERVIEWS / ON-SITE VISITS (OPTIONAL)

The Evaluation Committee, at its own discretion, may schedule Vendor Presentations. The Evaluation Committee will evaluate the Vendor

Presentations using the evaluation criteria and grading scale described in this section, the related Attachments/Appendices of this RFP and any additional criteria that are established for the Vendor presentations.

The content, extent, and manner of proceeding of these presentations will be a matter of the Evaluation Committee's judgment. Participating Vendors will be provided advance notice of the format, structure, and substance of the Vendor Presentations.

#### **2.2.4 PRICE PROPOSAL REVIEW**

Pricing Proposals will not be evaluated until after the Technical Proposal evaluations (and Vendor Presentations/ Demonstrations) are completed.

The City of Boston People Operations Cabinet through its Evaluation Committee will evaluate the Pricing Proposals by taking into consideration the overall costs of all products and services identified for the entire possible duration of the contract and which proposal provides the best economic value.

In its review of the Pricing Proposals, the People Operations Cabinet through its Evaluation Committee may take note of potential differences in the value of the various aspects of a Vendor's proposal or Vendor's experience level that rise above other proposals.

## APPENDIX A: TECHNICAL PROPOSAL RESPONSE TEMPLATE

*Your application will be submitted in two parts. The first part (this section) is the **Technical Proposal**. The Technical Proposal is where you tell us why you are the best candidate for this role. It is important that there is **nothing to do with price** in the technical proposal. - any information regarding price will be included in the second part of the application, the **Price Proposal** (see section V).*

The technical proposal is made up of every element of your response to this RFP, **except** for anything having to do with price. (Price will be covered in the following section, *Your Price Proposal*).

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

The technical proposal can be broken down into two categories: **Specific Responses and General Requirements**. Each section is explained in detail on the following pages.

Your technical proposal should be submitted as one document that addresses all components listed below - both the specific responses and the general requirements.

## 1. RESPONSE OUTLINE

Section Name	Sub-sections (If applicable)	Included?
2.1 Cover Page	N/A	
2.2 Response to SOW Specifications	2.2.1 Pop-Up Bike and Maintenance Repair Events	
	2.2.2 Payment Processing	
	2.2.3 Performance Measurement	
	2.2.4 Operational Capacity & Diversity & Equity	
2.3 References	N/A	

## 2. VENDOR RESPONSE TEMPLATE

### 2.1 COVER PAGE

**Please include a cover page (1-2) to your technical proposal.** The cover page should include:

- The title and number of this RFP:XX, (EV0000XXXX)
- Contact information: name, title, address, email, and phone number.
- A brief introduction highlighting why you would be a good partner for the City on this project (4-5 sentences).

### 2.2 RESPONSE TO SOW SPECIFICATIONS

This section is where you tell us how your solution meets or exceeds our needs by answering the questions/prompts below. Feel free to use anything (e.g. graphics, links to your work, etc.) that helps you make your case. Suggested response lengths are for guidance only. Feel free to answer with more or less detail as needed to best answer the question, and feel free to use anything (e.g., graphics, links to your work, etc.) that helps you make your case.

#### 2.2.1 POP-UP BIKE AND MAINTENANCE REPAIR EVENTS

##### Materials

Material	Description of Material	Can you provide the materials as described? (Yes / No)	
Parts and Equipment	Tools, repair stands, parts, and other items (e.g., degreaser, lube, brushes)		
Booking Management Tool	Booking tools used to manage sign-ups / appointments		

### Services

Service	Description of Service	Can you provide the service as described? (Yes/No)	Additional Comments
---------	------------------------	--	---------------------

Safety inspection			
Chain checking & oiling			
Brake adjustment			
Gear adjustment			
Wheel alignment			
Wheel true			
Booking Management			

*\*Please Note: Repairs to be limited to what can be accomplished on-site, outside of a bike shop. Preference will be given to a vendor that can also sell bike accessories at these events.*

### Labor

Staff Title	# of staff	Staff Qualifications
Bike Mechanics		
Support Staff (Please specify each role)		

Additional Staff (add rows as needed)		1
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### Experience / Expertise

Experience/ Expertise	Experience/ Expertise Qualifications	Do you have relevant experience / expertise ? (Yes / No)	Please describe relevant experience / expertise
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Servicing and repairing bikes			
Carrying out logistically complex events			
Managing and overseeing planning and design work			
Supplying tools and labor necessary for bike repair and maintenance			

## 2.2.2 PAYMENT PROCESSING

### Material

Material	Description of Material	Can you provide the materials as described? (Yes / No)
Paper and/or digital invoices		
Point of sale equipment	Financial tracking tools to provide the necessary receipts and invoices on the da	

### Labor

Staff Title	# of staff	Staff Qualifications & Relevant Experience
Support Staff to manage invoices (Please specify each role)		
Additional Staff (add rows as needed)		2

### Services

Service	Description of Service	Can you provide the service as described? (Yes/No)	Additional Comments
Invoice Capture			
Invoice Registration			
Invoice Dispatch			

### Experience / Expertise

Experience/ Expertise	Experience/ Expertise Qualifications	Do you have relevant experience / expertise ? (Yes / No)	Please describe relevant experience / expertise
Paper and/or digital invoice capture			
Executing invoicing functions			
Accounting practices related to payment issuance and management			
Money / Cash Management			



## 2.2.3 PERFORMANCE MEASUREMENT

### Material

Material	Description of Material	Can you provide the materials as described? (Yes / No)
Data Collection Tools		
Data Reporting Tools		

### Labor

Staff Title	# of staff	Staff Qualifications & Relevant Experience
Data collection / reporting staff		
Additional staff (add rows as necessary)		3

### Services

Service	Description of Service	Can you provide the service as described? (Yes/No)	Additional Comments
---------	------------------------	--	---------------------

Data Strategy			
Data collection			
Data cleaning / cataloging			
Data reporting			

### Experience / Expertise

Experience/ Expertise	Experience/ Expertise Qualifications	Do you have relevant experience / expertise ? (Yes / No)	Please describe relevant experience / expertise
-----------------------	--------------------------------------	--	---

Data Strategy			
Data collection			
Data cleaning / cataloging			
Data reporting			

## 2.2.4 OPERATIONAL CAPACITY & DIVERSITY & EQUITY

### Material

Material	Description of Material	Can you provide the materials as described? (Yes / No)

### Labor

Staff Title		Staff Qualifications & Relevant Experience
		4

### Services

Relationship Type	Current % Threshold	Proposed Commitment %
Subcontracting		
Ancillary products and services		
Total SDP Commitment (calculated)		

### Experience / Expertise

Experience/ Expertise	Experience/ Expertise Qualifications	Do you have relevant experience / expertise ? (Yes / No)	Please describe relevant experience / expertise
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Developing DE&I Strategies			
Implementing DE&I strategies			
Monitoring and Measuring DE&I Implementation			

## 2.3 REFERENCES

**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.

REFERENCES				
	CONTACT NAME	ORGANIZATION	CONTACT INFO: PHONE NUMBER AND EMAIL ADDRESS	PROJECT DETAILS (DATES, SCOPE OF WORK, SERVICES RENDERED)

1				
2				
3				

## APPENDIX B: PRICE PROPOSAL RESPONSE TEMPLATE

The **Pricing Proposal** is where you will share your estimated project budget with us and where you will explain your costs/budget.

The pricing proposal (which lists all costs associated with your proposed deliverable) is required in addition to the technical proposal.

Note that the **total price for 1 year** will be used as the basis for comparing price proposals. Estimated quantities are estimates only and the actual amount may be more or less. The City may choose to purchase all, some, or none of these deliverables.

Please note:

- The Price Proposal MUST be submitted separately from the remainder of the proposal. **No price information may be included in the Technical Proposal.**
- All prices are inclusive of travel. No additional charges that are not already included in the Price Proposal, including travel lodging, subsistence, miscellaneous (ad-hoc) expenses or 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.
- You will bear the onus of any **errors** made in pricing the services (e.g., omitting a component of the services).

Please enter the **total price for 1 year** in the price line (if submitted electronically through the Supplier Portal). More detailed instructions are available in the following section, Section VI, *Submission Instructions*. Instructions can also be found on the [Procurement Information Page](#).

**1. RESPONSE OUTLINE**

Section Name	Sub-sections (If applicable)	Included?
2. Price Proposal	N/A	
3. Supplemental Information	N/A	
2.3 References	N/A	

**2. PRICE PROPOSAL (REQUIRED)**

[options for pricing tables in companion doc]

**3. SUPPLEMENTAL PRICE INFORMATION (OPTIONAL)**

You have the option (but are not required) to attach additional information describing any costs that don't fit into the above template, to describe the reasoning behind your pricing, or to state any assumptions you made while filling out the template.

**APPENDIX C: REGULATORY RESPONSE TEMPLATE**

Section Name	Sub-sections (If applicable)	Included?
Standard Contract Forms to submit	Form CM-06 - Certificate of Authority	
	Form CM-09 - Contractor Certification	
	Insurance	
Standard Contract / Regulatory Forms to Review	3.1 <u>Form CM-10</u> – Standard Contract Document	
	3.2 <u>Form CM-11</u> – Standard Contract General Conditions	
	3.3 <u>Form 15A</u> – CORI Compliance & Standard	
	3.4 <u>Form 15B</u> – CORI Compliance & Standard	
	3.5 <u>Form LW-1</u> – Requirements Of The Boston Jobs and Living Wage Ordinance	
	3.6 <u>Form LW-2</u> – Covered Vendors Living Wage Agreement	
	3.7 <u>Form LW-8</u> – Vendors Living Wage Affidavit 32	
	3.8 <u>Form CM-16</u> – Wage Theft	
	3.9 RFP Terms and Conditions	
	3.10 Insurance Recommendations	

**1. RESPONSE OUTLINE****2. STANDARD CONTRACT FORMS TO SUBMIT**

The necessary contract forms will be available to download from the Supplier Portal, and are also linked below. You are responsible for downloading and completing the forms, and then uploading each form in the corresponding item on the supplier portal. If submitting a physical copy, the forms should be attached to the end of your technical proposal.

You must **review and submit** signed copies of forms CM-06 and CM-09 with your proposal.

1. Form CM-06 – Certificate of Authority
2. Form CM-09 – Contractor Certification
3. Insurance

4. Contract Termination Affirmation

**3. STANDARD CONTRACT FORMS TO REVIEW**

All applicants are required to **review (but not sign or submit)** the following documents at this stage. By submitting a proposal, an applicant acknowledges that if they are selected as the winning vendor, they will be required to complete and provide each of the below forms to the City as part of the contract package:

**3.1 Form CM-10 – Standard Contract Document**

**3.2 Form CM-11 – Standard Contract General Conditions**

**3.3 Form 15A – CORI Compliance & Standard**

**3.4 Form 15B – CORI Compliance & Standard**

**3.5 Form LW-1 – Requirements Of The Boston Jobs and Living Wage Ordinance**

**3.6 Form LW-2 – Covered Vendors Living Wage Agreement**

**3.7 Form LW-8 – Vendors Living Wage Affidavit 32**

**3.8 Form CM-16 – Wage Theft**



### **3.9 RFP TERMS AND CONDITIONS**

*This section lists the City of Boston terms and conditions connected to this initiative and has the standard contract and forms that will need to be signed if awarded the initiative.*

#### **3.9.1 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.

#### **3.9.2 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.

#### **3.9.3 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.

#### **3.9.4 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.

#### **3.9.5 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.

#### **3.9.6 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.

### **3.9.7 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.

### **3.9.8 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 vendor.

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.

### **3.9.9 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 canceled by the City without penalty in any year in which an appropriation is not made.

### 3.9.10 TERM OF CONTRACT

The term of the contract will be for XXX.

### 3.9.11 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.

### 3.10 INSURANCE RECOMMENDATIONS

As noted in Section IV, *Your Technical Proposal*, the City recommends the following levels of insurance. **If you have a different level of coverage, please remember to explain in your Technical Proposal why that is sufficient for the work required under this RFP.**

The Contractor shall purchase and maintain during the term of the Contract all insurance required by the Commonwealth of Massachusetts and as required in this section, and will assure that subcontractors carry similar and appropriate coverage. These requirements shall not be construed to limit the liability of the Contractor or its insurer.

Insurance will be issued by insurance companies licensed to write insurance in their domicile state and the Commonwealth of Massachusetts, and will have a current Best's rating of A- VII or above. Insurance Certificates on Acord Form 25 evidencing all requirements listed below shall be delivered to the Official by the selected vendor prior to the execution of any contract. Additionally, renewal certificates must be delivered within 30 days prior to the expiration of the preceding policy.

#### 3.10.1 Insurance Recommendations

- **Workers' Compensation** insurance as required from under General Laws c.152 (the Workers' Compensation Law) and including employer's liability limits of one million (\$1,000,000) per accident and per employee, including disease.
- **Commercial General Liability** with coverage no less than ISO CGL Form, CG00 01 0413, for one million (\$1,000,000) per occurrence and two million (\$2,000,000) annual aggregate limit per location or project basis.

- **Automobile Liability** (Any Auto/Hired/Non-owned) for one million (\$1,000,000) combined single limit per accident.
- **Umbrella Liability excess of Commercial General Liability, Employer's Liability and Auto Liability** for one million (\$1,000,000) each occurrence. In lieu of umbrella liability, required limits may be achieved by purchasing higher limits on individual policies.
- **Technology Errors & Omissions / Cyber Liability / Security & Privacy:** for one million (\$1,000,000) per claim and one million (\$1,000,000) in the aggregate with coverage continuing for one year after completion or termination of the Agreement. Policy must specifically include: a) computer or network systems attacks, b) denial or loss of service, c) introduction, implantation or spread of malicious software code, d) unauthorized Access and Use of computer systems, e) privacy liability, and f) breach response coverage equaling at least 50% of liability limit.
- **Third Party Crime / Employee Dishonesty:** for \$1 million per claim and \$1 million in the aggregate. Coverage required if vendor will have access to personal or municipal financial information and/or records maintained by City

### 3.10.2 General Conditions

- City of Boston will be named as Additional Insured on all policies except, Workers' Compensation and Employer's Liability.
- Above insurance shall be primary and noncontributory over any such insurance available to the City of Boston, its officials, employees and volunteers.
- Waiver of Subrogation will be included as respects all coverages listed above in favor of the City of Boston. The Workers' Compensation Policy must be specifically endorsed and noted as such in the required certificate.
- All policies will be endorsed to provide thirty days written notice to the certificate holder, the City of Boston, in the event of cancellation, non-renewal or material changes in coverage. Such endorsements must be attached to the Certificate.