



**City of Boston**

**Request for Proposal (RFP)**

**For**

**Department of Innovation and Technology (DoIT)**

**Web Content Management System (CMS) Solution**

**Event #: EV00002024**

# Index:

## **Section 1: Executive Summary**

- 1.1 Overview
- 1.2 RFP Document Summary
- 1.3 Key Definitions
- 1.4 RFP Contact / Communications / Inquiries

## **2. Section 2: Proposal Submission Instructions**

- 2.1 Submittal Process for Proposals
- 2.2 Price Proposal:
- 2.3 Required Materials for Technical Proposal:
- 2.4 Acceptable Evidence:
- 2.5 Proposed Timeline
- 2.6 Proposal Due-Date and Location
- 2.7 Questions and Clarifications Regarding the RFP

## **3. Section 3: Terms and Conditions**

- 3.1 No Obligation to Proceed
- 3.2 Withdrawal or Modification of Proposal
- 3.3 Proposal Validity Period
- 3.4 Proposal Verification
- 3.5 Rejection and Waiver
- 3.6 Proposal Incurred Costs
- 3.7 Multiple Awards
- 3.8 Purchase Orders
- 3.9 Taxes
- 3.10 Subcontractors
- 3.11 Use of Name
- 3.12 Proposal to Become Part of Contract
- 3.13 RFP Not Contractual
- 3.14 Contract
- 3.15 Evaluation of Offers

- 3.16 Award of Contract
- 3.17 Term of Service Contract
- 3.18 Public Records
- 3.19 Ownership of Documents
- 3.20 Conflict of Interest

**4. Section 4: Background Information**

- 4.1 City Overview
- 4.2 Project Overview

**5. Section 5: Scope of Services**

- 5.1 Project Goals
- 5.2 Deliverables
- 5.3 System Requirements
- 5.4 Content Migration
- 5.5 Design Elements to be Configured in New CMS

**6. Section 6: Proposal Response Format**

- 6.1 Proposal
- 6.2 Price Proposal

**7. Section 7: Proposal Evaluation**

- 7.1 Overview
- 7.2 Evaluation Factors
- 7.3 Presentations, Committee Interviews, and/or Additional Information Reviews
- 7.4 Final Selection
- 7.5 Contract Award and Execution

**8. Section 8: Response Evaluation Criteria**

- 8.1 Overview
- 8.2 Minimum Evaluation Criteria
- 8.3 Comparative Evaluation Criteria

**9. Section 9: Addendum**

- 9.1 Attachment A – Pricing Proposal Response Form.
- 9.2 Attachment B – Vendor Services Company References.

Appendix A: Standard Contract Forms

## **Section 1: Executive Summary**

### **1.1 Overview**

The City of Boston (COB) Department of Innovation and Technology (collectively to be referred to as “the City”) acting by and through the Chief Information Officer, hereby requests sealed proposals for a hosted web content management system (CMS) for the City of Boston’s public and intranet sites.

The Department of Innovation and Technology (DoIT) is the City of Boston’s enterprise technology organization that provides solutions to empower business partners across City departments and deliver services more efficiently and effectively. DoIT is focused on connecting the City, engaging and empowering citizens, improving business processes, working collaboratively, and continuously innovating. As part of that mandate, DoIT oversees the maintenance of the City’s external website (CityofBoston.gov) as well as the City’s internal website (Hub.CityofBoston.gov). Both websites are outdated in their design and technical foundations. There is significant opportunity to improve the experience for all stakeholders, including citizens, visitors, business owners, persons with disabilities, and underserved populations as well as City staff.

In conjunction with a re-design to both the internal and external sites, the City seeks a qualified web CMS vendor to assist in migrating content from the City’s current web CMS platform onto a new hosted CMS platform.

*Note: in this RFP, we are only seeking bids related to the hosting of a new CMS platform and the migration to that platform. All design and UX related deliverables will be requested in a separate RFP.RFP Document Summary*

### **1.2 RFP Document Summary**

The RFP is divided into multiple sections as follows:

- Section 1: Executive Summary
- Section 2: Proposal Submission Instructions
- Section 3: RFP Terms and Conditions
- Section 4: Background Information
- Section 5: Scope of Services
- Section 6: Proposal Response Format
- Section 7: Proposal Evaluation
- Section 8: Response Evaluation Criteria
- Section 9: Addendums

### **1.3 Key Definitions**

1. Contract: The agreement to be entered into for services between the City and the successful Vendor that submits the Proposal accepted by the City. The final agreement will include the City of Boston’s Standard Contract; City supplements thereto, as well as any other applicable documents and exhibits referenced therein including any applicable Statement of Work (SOW).

2. Prime Contractor / Contractor: Any individual, partnership, corporation or joint venture or other legal entity potentially used by the City to provide the good and services described in this RFP.
3. Project Website: Location for all official notifications related to this RFP. All material posted on the City project website (<http://www.cityofboston.gov/procurement> and click 'Supplier Portal' under Procurement on the left hand side) is considered to be part of this RFP and will become part of the final Contract.
4. Proposal: The document submitted by Vendors in response to this RFP.
5. Vendor: The firm or individual submitting the Proposal
6. RFP: This Request for Proposals, including any amendments or other addenda hereto.
7. Subcontractor: Any individual, partnership, corporation or joint venture or other legal entity engaged by the Prime Contractor to perform services or provide products. All subcontracted services for this project will be governed by the same terms and conditions outlined in this RFP, are subject to approval of the City and are the sole responsibility of the Prime Contractor.
8. City: City of Boston.
9. DoIT: Department of Innovation & Technology.
10. Content Management System (CMS): A software system that provides website authoring, collaboration, and administration tools designed to allow users with little knowledge of web programming languages or markup languages to create and manage website content with relative ease.
11. Project Manager: The Project Manager will be identified in writing to the Vendor by the City prior to the contract start date. All verbal and written communication will be delivered through the Project Manager, or an assigned delegate for specific matters.
12. Content Migration: The process of moving information stored on a web content management system (CMS) to a new system. Content may include static HTML pages or dynamic pages utilizing PHP, as well as any associated multimedia files and dependencies. Content migration includes both the process of transferring the data to the new system as well as mapping the content so that it remains accessible through the new system's templates.
13. Design Firm: The City will contract with a design and content strategy firm to conduct user research, assist the City in auditing web content, provide design assets (page templates, pattern library, style guide), and conduct user testing. These design related services and deliverables will be requested in a separate RFP.

#### **1.4 RFP Contact / Communications / Inquiries**

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

The RFP Contact is:

Kevin Parker  
Procurement Manager  
City of Boston - Department of Innovation & Technology  
1 City Hall Square  
Boston MA 02201

Email: [Kevin.Parker@boston.gov](mailto:Kevin.Parker@boston.gov)

Phone: 617-635-3557

## 2. Section 2: Proposal Submission Instructions

### 2.1 Submittal Process for Proposals

Proposals can be submitted through either the City of Boston's Supplier Portal [www.cityofboston.gov/procurement](http://www.cityofboston.gov/procurement) or by mail or hand. Whether Offerors elect to submit their Proposals via the City's Supplier Portal or deliver them by mail or hand as prescribed below, all Proposals must be received no later than 12:00 pm (noon) on Friday April 10th, 2015. Late proposals, or any parts thereof, will not be considered.

#### ***Submission through City of Boston's Supplier Portal***

You can submit through the Supplier Portal under Event # EV00002024. Please give yourself extra time to familiarize yourself with the City's Supplier Portal if you elect to submit your proposal through the Supplier Portal. It is strongly recommended that you completely answer all questions and upload any applicable documents into the Supplier Portal and save and validate your submissions well before the deadline date so that you have enough time to make a physical paper submission if you have any issues with the City's Supplier Portal.

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

#### ***Submission by Mail or Hand***

Mailed or hand delivered proposals must be delivered or mailed to:

Kevin Parker  
Procurement Manager  
Department of Innovation & Technology  
Boston City Hall, Room 703  
Boston, MA 02201

When you submit, you must submit two separate envelopes.

One envelope should contain one original paper copy and one electronic copy (thumb drive) of the Technical Proposal, with **absolutely no reference to price**, in a sealed envelope marked:

City of Boston  
RFP# EV00002024 Content Management System (CMS) Solution  
TECHNICAL PROPOSAL  
Submitted By: (Name of Offeror)  
(Date Submitted)

The second envelope should contain one original paper copy and one electronic copy (thumb drive) of the Price Proposal in a separate sealed envelope marked:

City of Boston  
RFP# EV00002024 Content Management System (CMS) Solution  
PRICE PROPOSAL  
Submitted By: (Name of Offeror)  
(Date Submitted)

These two envelopes must be submitted or mailed separately. They must reach the City of Boston by the RFP due date and time of noon on Friday April 10th, 2015.

## **2.2 Price Proposal:**

The complete original Price Proposal may be submitted to the City on paper or may be submitted electronically via the City's Supplier Portal in accordance with the Supplier Portal instructions. The Price Proposal must conform to the format and requested information detailed in Attachment A - Pricing Sheet, if submitted on paper, and must be submitted separately from the Technical Proposal in a separate envelope.

If Vendor chooses to submit their price via the Supplier Portal then they will ALSO need to submit the completed Attachment A - Pricing Sheet as an attachment to their portal submittal.

Vendor must provide a single fixed price total in the City's online Supplier Portal or submitted separate from the technical proposal in a sealed envelope.

### **Pricing Structure**

For Deliverable 1: CMS Hosting, vendors are encouraged to include information on their hosting price structure (e.g. variable, based on usage). However, vendors must also submit a fixed price equivalent should the City decide to exercise a fixed price contract

For Deliverable 2: CMS Implementation, prices are to be stated as a fixed price. For additional details, see Section 9.1: Pricing Proposal Response Form

No additional charges, including travel and other expenses, will be allowed.

Any taxes due will be assumed to be included in the Vendors 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 to the successful Vendor.

The complete original Price Proposal must be either submitted to the City of Boston Supplier Portal at [www.cityofboston.gov/procurement](http://www.cityofboston.gov/procurement) or submitted in a sealed envelope along with one electronic copy (CD) and clearly marked:

## **2.3 Required Materials for Technical Proposal:**

The Vendor must submit a Proposal consisting of the following documents and as described in Section 6:

- a. Introduction and Executive Summary (RFP Section 6.1.1)
- b. Response to Scope of Services (6.1.2)
- c. Vendor Background & Company/Individual Qualifications (RFP Section 6.1.3)
- d. Staffing Plan and Key Staff Qualifications (RFP Section 6.1.4)
- e. References and Additional Information (RFP Section 6.1.5)
- f. Completed Minimum Evaluation Criteria Form (RFP Section 8.2)
- g. Completed Reference Forms (RFP Section 9.2)
- h. Completed Contract Forms (RFP Appendix A)

## 2.4 Acceptable Evidence:

The only acceptable evidence to establish the time and date of receipt of the Proposals at the City is the time-date stamp of the City's Supplier Portal or time-date stamp receipt from Kevin Parker in Room 703, should the response come in a paper, hard-copy form.

## 2.5 Proposed Timeline

The table below shows the proposed RFP schedule. Dates are subject to change and any changes will be noted in an addendum that will be posted on the Project Website. Any changes may also be communicated to all vendors by email.

### RFP Schedule

Event	Date
Release of RFP	Monday, March 16th, 2015
Deadline for Questions or Requests for Clarifications	Tuesday, March 31st, 2015 @ 12:00 Noon
City Response to Final Questions	Friday, April 3rd, 2015
Deadline for Submitting Proposals	Friday, April 10th, 2015 @12:00 Noon

## 2.6 Proposal Due-Date and Location

Proposals must be submitted no later than **Friday, April 10, 2015 at 12:00 PM (noon) Eastern Time** to the City through the Online Supplier Portal time or date stamp from Kevin Parker in Room 703, should the response come in a paper, hard-copy form.

**No Extensions will be granted.** The Vendor has full responsibility to ensure the Proposal arrives before this deadline and accepts all risks of late delivery of Proposals regardless of fault. The City assumes no responsibility for delays caused by the Internet, or any other delivery service.

Proposals will not be opened publicly, but will be opened by the CIO or his designate in the presence of one or more witnesses within twenty-four (24) hours (one business day) of the above deadline for submission of the Proposals.

## 2.7 Questions and Clarifications Regarding the RFP

Any explanation desired by a Vendor regarding the meaning or interpretation of the RFP must be submitted via an email sent to [Kevin.Parker@boston.gov](mailto:Kevin.Parker@boston.gov). Please ensure that the listed Reference, EV#00002024, is in the email subject line.

The deadline for all questions and requests for clarifications or interpretations is Tuesday, March 31st, 2015 by 12:00 PM Eastern Time. The City is not obligated to respond to questions or requests for clarifications or interpretations not received by the stated deadline, or to emails that do not have the required reference in the email subject line. City responses to questions will be shared with all participating Vendors by Friday, April 3rd, 2015. The City is not required to respond to all questions and a lack of response does not impact the RFP process.

If the City determines that clarifications, supplemental instructions, or changes to this RFP are necessary, then it will issue an official addendum to the RFP that will become part of this RFP and be included as part of the Contract. Oral explanations or instructions given before the award of the Contract will not be binding.

All addenda will be posted on the Procurement Website. It is the obligation and responsibility of the Vendors to learn of any addenda, responses, or notices issued by the City and posted on the Procurement Website. Vendors shall not be allowed to take advantage of any errors or omissions found in this RFP. Full instructions will be given if such an error or omission is discovered and called to the attention of the RFP Contact in a timely manner.

It shall be the responsibility of Vendors to assure they have received addenda if any are issued. It shall be presumed that the Vendor has received any addenda so issued and such addenda shall become a part of the Proposal submittal.

### **3. Section 3: Terms and Conditions**

#### **3.1 No Obligation to Proceed**

The City is under no obligation to proceed with this project and may cancel this RFP at any time without the substitution of another, if such cancellation is deemed in the best interest of the City. Further, the Contract shall be subject to the availability of an appropriation and may be cancelled by the City without penalty in any year in which an appropriation is not made.

The City also reserves the right to reduce the scope of the project and not proceed with all Deliverables within the project.

#### **3.2 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 wishing to modify its Proposal may do so by withdrawing the initial submission and then submitting a modified Proposal prior to the deadline.

#### **3.3 Proposal Validity Period**

Submission of a Proposal will signify the Vendor's agreement that its Proposal and the content thereof are valid for one hundred twenty (120) days following the submission deadline unless otherwise agreed to in writing by both parties.

#### **3.4 Proposal Verification**

Vendor's responses are subject to verification. Misleading and / or inaccurate answers shall be grounds for disqualification at any stage in the procurement process.

#### **3.5 Rejection and Waiver**

The City reserves the right to reject any or all Proposals, as well as the right to waive informalities and minor irregularities in offers received. Furthermore, the City may issue a new or modified RFP, if doing so is found to be in the best interest of the City.

#### **3.6 Proposal Incurred Costs**

By submission of a Proposal, Vendors acknowledge that any and all costs incurred creating and throughout the RFP process are ineligible for reimbursement by the City. All costs related to creation of

the Proposal are the Vendors cost. Travel reimbursement is not authorized as part of the anticipated Contract.

### **3.7 Multiple Awards**

The City may award the Contract to a single Vendor or, at the City's option, to multiple Vendors, if it is deemed to be in the best interest of the City.

### **3.8 Purchase Orders**

The Vendor shall furnish no services, equipment, materials or labor unless a properly executed Contract and Purchase Order is received from the City. 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 an agreement by the City of Boston and the selected Vendor, approval by the Chief Information Officer, and issuance of a purchase order. Until such time, the City may reject all proposals or elect not to proceed with this project.

### **3.9 Taxes**

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

### **3.10 Subcontractors**

The City intends to contract with one Prime Contractor who will be solely responsible for contractual performance and who shall be the sole point of contact for the City with regard to contractual matters. In the event the Prime Contractor utilizes one or more Subcontractors, the Prime 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 (at its outset) shall be provided to the City for approval prior to Contract execution.

### **3.11 Use of Name**

Upon entering into a Contract, the successful Vendor, and any Subcontractor(s), agrees not to use the City of Boston or any other City Agency or Department in commercial advertising, trade literature, or press releases without the prior approval of the City.

### **3.12 Proposal to Become Part of Contract**

The submitted Proposal, along with the RFP, will become part of the Contract between the City and the successful Vendor.

### **3.13 RFP Not Contractual**

Nothing contained in this RFP shall create any contractual relationship between the Vendor and the City prior to entering into a Contract after award.

### **3.14 Contract**

In addition to the City of Boston's Standard Contract, Form CM-10, CM-11 and any applicable supplements that are part of this RFP, the Contract will include, without limitation, City required certifications such as the City's CORI Compliance Certification, Living Wage form, Wage Theft Form, and Certificate of Authority. These forms are attached hereto. The Official and a selected Vendor or Contractor may negotiate a change in any element of Contract performance or cost, identified in the original solicitation or the Vendor's or Contractor's response, which results in lower costs or in a more cost effective or better value than was presented in the Vendor's or Contractor's originally selected response, to the extent permitted by law.

### **3.15 Evaluation of Offers**

The City reserves the right to analyze, examine, and interpret any Proposal for a period of ninety (90) days after the hour and date specified for the receipt of Proposals. Further in the evaluation of the Proposals, the City reserves the right to use any assistance deemed advisable, including contractors and consultants.

### **3.16 Award of Contract**

If a Contract is awarded, the Contract will be awarded to that responsive and responsible Vendor or Vendors whose Proposal is / are deemed most advantageous to the City taking into consideration the evaluation criteria and Proposal Pricing.

The City will contract with the selected Vendor(s) that best meets the City's needs and may not necessarily make an award to the lowest price bidder. Note the following terms and conditions regarding the award of a Contract.

1. City of Boston's Standard Contract: The City of Boston's Standard Contract, Form CM-10, CM-11 and supplement.
2. Availability of Funds: The Contract shall be subject to the availability of an appropriation, therefore;
3. Approval: The award of the Contract shall be subject to the approval of the Chief Information Officer and the Mayor of Boston.

### **3.17 Term of Service Contract**

The term of the contract will not exceed one year, depending on the Vendor's proposed timeline. The Vendor is to provide an outline of their project plan and delivery approach including length of time to complete each deliverable requested. The City may exercise in its sole discretion none, one, two or all deliverables. The City may add, up to two (2), one (1) year extensions to this contract at its sole discretion.

### **3.18 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.

### **3.19 Ownership of Documents**

Any reports, studies, conclusions and summaries prepared by the successful Vendor shall become the property of the City.

### **3.20 Conflict of Interest**

The Vendor 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 Proposal or termination of the Contract.

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

## 4. Section 4: Background Information

### 4.1 City Overview

The City of Boston is the capital and the largest city of the Commonwealth of Massachusetts. As the largest city in New England, Boston is considered by many to be the economic and cultural center of the entire New England region. Located at the center of the Cambridge-Boston-Quincy metropolitan area, the 11<sup>th</sup> largest metropolitan area in the United States with a population of approximately 650,000, Boston covers approximately 55 square miles, including the harbor and islands. Further information about the City of Boston can be found at [www.cityofboston.gov](http://www.cityofboston.gov).

### 4.2 Project Overview

**External website:** CityofBoston.gov is the official website of the City of Boston, serving 7 million users per year with over 5,000 pages and web forms. The website provides news, information, resources, and digital services to Boston residents and visitors. Content is authored, maintained, and updated by more than 20 content authors across 120 City departments and initiatives. With the help of the Design Firm (services procured separately), the City will re-launch CityofBoston.gov as Boston.gov in late 2015 with a new look-and-feel and information architecture (indicative timeline for re-launch below). In conjunction with this re-design, the City seeks a qualified web CMS vendor to (1) assist in migrating content from the City's current web CMS platform and prepare CMS settings provided by Design Firm (page templates, pattern library, etc), and (2) host that content on a new CMS platform.

**Indicative web re-design timeline, where \* denotes tasks involving CMS vendor(s)**

Event	Timeframe
*CMS vendor(s) selected	Early April, 2015
Design Firm selected	April, 2015
City, Design Firm conduct user research and audit existing web content	May-June, 2015
City, Design Firm finalize page templates and site navigation *CMS vendor configures user permissions (to come from the Project Manager)	July, 2015
City, Design Firm finalize pattern library and style guide *CMS vendor implements page templates from Design Firm and begins migrating web content	August, 2015

City, Design Firm conduct end user testing (users = members of Boston community) *CMS vendor conducts onboard training for CMS users, implements pattern library and style guide from Design Firm, and continues migrating web content	September, 2015
Initial launch of Boston.gov; City, Design Firm collect user feedback	October, 2015
City, Design Firm iterate on site navigation, page templates, pattern library, and style guide based on user feedback	November, 2015
*CMS vendor makes adjustments to page templates, pattern library, style guide, etc. resulting from user testing	December, 2015

**Internal website:** The City of Boston currently uses PeopleSoft Enterprise Portal v8.9 as its internal employee website, “The Hub,” (hub.cityofboston.gov). The Hub is used to display employee content such as organizational data, to store key policy and procedure documents, and to serve as the gateway to Employee/Manager self-service and PeopleSoft application access.

Employee content is organized by topic and various PeopleSoft self-service pagelets are enabled to support Employee/Manager self-service functionality. Access to the PeopleSoft applications and other enterprise applications is controlled through Oracle’s Identity Management Solution which creates a single sign-on with The Hub serving as the entry point. Currently, there are twelve applications that are linked to “The Hub” based on an employee’s access.

The City is in the process of upgrading the PeopleSoft HCM Application to v9.2 (scheduled go live March 2016), but will not use PeopleSoft Integration Hub, the v9.2 successor to PeopleSoft Enterprise Portal. Instead, the City will use the selected CMS as the foundation for the City’s future employee website.

*Note: If the CMS vendor anticipates needing resources exceeding the services and deliverables outlined above to be provided by the City and Design Firm, the CMS vendor should explicitly state those assumptions in their response to this RFP.*

## 5. Section 5: Scope of Services

### 5.1 Project Goals

The CMS upgrade will provide the underlying web foundation for Boston to establish and maintain a new civic standard for digital communication, engagement, and service delivery. We seek the tools to engage a large and diverse user base (both City Hall employees and members of the Boston community) that has rapidly evolving needs and expectations with respect to digital access. The selected CMS will help us realize these goals by providing:

- An inviting web interface that users look forward to working with, that allows content authors to establish customized work streams and permissions, with intuitive version control, collaborative editing capabilities, and unparalleled usability for non-technical users.

- A robust ecosystem that leverages an open source community to provide the City with consistent access to new out-of-the-box tools at the leading edge of digital innovation.
- Responsive capabilities that automatically adapt page layout and content to render sensibly and beautifully for users on any browser or device.
- Highly scalable and reliable hosting environment that can support large and unpredictable traffic spikes.
- Implementation assistance to help the City efficiently and thoughtfully migrate from the current web CMS to a new CMS platform.

## 5.2 Deliverables

The selected vendor(s) will provide one or both of the following deliverables for the internal and external City websites.

*Note: Each deliverable must be priced separately.*

### 1. Web CMS Hosting

- Provide state-of-the-art CMS platform as a managed service. See detailed product requirements in Section 5.3.
- Provide regular, non-disruptive upgrades to the CMS
- Provide initial and ongoing support
  - Dedicated account representative for customized support
  - Responsive 24-hr customer service support
  - Training for content authors (onboarding and continued education)
  - Training for developers (onboarding and continued education)
- Provide ongoing, highly-scalable, highly-reliable hosting for the external and internal websites

### 2. Web CMS Implementation

- Migrate content from the current CMS (Tridion SDL) to the new web CMS. See Section 5.4 for additional information on content migration.
- Pre-load settings into the new CMS system. See Section 5.5 for additional information on templates and deliverables from the Design Firm to be configured in the new CMS.
  - Define content manager user permissions (provided by Project Manager)
  - Implement templates, pattern library, and style guides (provided by Design Firm)
  - Implement core content architecture within CMS (architecture provided by Design Firm)
  - Provide timely iterations to satisfy the feedback and revisions provided by the Design Firm and Project Manager
- Integrate and create a single employee sign-on using the Oracle Identity Management Solution or a similar product, for both end-users of the internal City employee site and content managers of all sites.
- Implement basic group- and role-based content hierarchy for content viewing on the internal City employee site.
- Migrate the 450+ documents currently in the internal City employee site's Document Library to a searchable, browsable document library within the new CMS.

## 5.3 System Requirements

The web CMS product should meet or exceed the majority or all of the following requirements:

### 1. Interface and Usability

An inviting and intuitive cross-browser interface users look forward to working with, with the ability to be highly customized to each user. Encourages use by self-described “non-technical people”. WYSIWYG editors to empower users with varying degrees of development experience to create templates and components.

- Web based user interface with visual navigation
- Custom user interface based on user group and role
- Custom folders based on content type, tag, and/or user group (ex. images folders)
- Support a wide range of file formats (ex. .png, .pdf)
- Out of the box support for content in multiple languages, with users receiving the best available translation for their desired language.
- Robust, smart content search (search by type, tag, date modified, etc.)
- Thesaurus-driven query expansion (i.e. a search for Fall would also display Autumn)
- Proximity search (ex. Must contain at least 2 keywords to be displayed in results)
- Saved searches and/or search results

## **2. Content Creation and Deployment**

Ability to host and create a wide range of media (ex. video, web forms). Low effort and flexible content creation with a focus on central content management. Hands-on tools that encourage experimentation and customization for administrators (ex. staging environment).

- Ability to manage and add multiple websites, each with multiple publication locations (staging, acceptance, live)
- Plain-language error messages and notifications
- Template definition and management
- WYSIWYG editor for new templates, content items
- Ability to group content (automatically, manually, by tag, and/or other method)
- Ability to strip or restrict formatting in order to preserve website standard fonts, headers, etc.
- Automatic spell and grammar check
- Automatic broken link check
- Support for multiple sites running on multiple domains
- Access central content from multiple websites
- Ability to create plain-text versions of pages and content
- Ability to schedule content publication and expiration, and send related warning notifications
- Ability to edit, correct, and enhance images and other rich media
- Global update across pages when a change to content has been made and published
- Bulk import and export of content
- Support for authenticated content and group- or role-based access permissions for web site visitors

## **3. Workflow and User Permissions**

Clearly defined user interactions and user notifications that aid efficient content creation and publishing. Must have the ability to internally manage work assignments and user groups. Administrators are easily able to assign permissions on granular and global levels. Flexibility to move between versions of content, including a clear history of all changes made.

- Access for 50+ users across City departments
- System-wide content access for contributors, without ability to edit others' content

- User-, group-, and role-based permission assignment for content managers
- Content-based permission assignment for content managers (individual items as well as grouped items)
- Activity log, both individual and system-wide
- Task assignment and routing
- Assignment of priority and precedence to workflow tasks
- Workspace that allows for collaborative edits
- Ability to assign deadlines to tasks
- Notify users of stale or expired content and regular updates/refreshes of content (i.e. “Content has not been updated in 60 days, please review”)
- Multi-level versioning of content (i.e., flexibility to move between current and previous versions of content, especially during instances of concurrent editing)
- Support for 3rd party identity management / login systems, including Oracle Identity Management.

#### **4. Labels/Tags**

Centrally managed labels/tags that can be easily and automatically assigned to content that is deemed similar, or created within the same structure group in order to facilitate the discovery of relevant information, easily organize content, and help support archiving.

#### **5. Analytics and Reporting**

Ability to view customized analytics on content for which a user has ownership, vested interest, and/or editing rights. Easy, simple reporting options that provide a clear overview of performance and maintenance, visual relationship between content and pages that access that content, and history of content. Strong support for Google Analytics and other 3rd party web analytics platforms.

#### **6. Security, Record Keeping, and Compliance**

Must be 508 and 504 compliant (Section 508 of the Rehabilitation Act (29 U.S.C. '794 d), as amended; Section 504 of the Rehabilitation Act, 42 U.S.C. §2000d), and support adherence to Public Record Laws. Proactive security features such as regular site scans for vulnerable code and alerts for bugs associated with plugins or widgets. Secure login options for users making updates within our network as well as remotely.

#### **7. Integration & Compatibility**

Ability to integrate with several of today’s leading applications and services: social media, blogging platforms, newsletter services, and enterprise services such as Peoplesoft and Lagan. Support for 3rd party identity management / login systems, including Oracle Identity Management

#### **8. Site Hosting**

Site hosting environment should provide capacity to support high-traffic events (major announcements, public emergencies, etc.). Hosting must be in a highly-scalable, redundant environment, with appropriate physical and digital security measures in place to ensure the site hosting environment is not compromised.

#### **As-Needed Consulting**

The selected Offeror shall be available for additional consulting services directly related to this RFP, in addition to the Deliverables at the City’s sole discretion, at the hourly rates provided in response to this RFP, and pursuant to a contract amendment, additional statement of work, or purchase order, as applicable and as permitted by law. If there are additional positions and hourly rates that are applicable to such work, Offeror may include such additional information as indicated in the price proposal form, where indicated.

#### 5.4 Content Migration

##### External website: CityofBoston.gov

The City’s external website currently uses 2009 Tridion SDL CMS and contains roughly 4,500 web pages, 8,300 pdfs, 31,400 images, 40 online applications, and 630 web forms. The City will work with the Design Firm to conduct an audit of this content and decide which content should be migrated to the new CMS. It is anticipated that a significant amount of the current content will be archived and not migrated to the new CMS. However, given the uncertainty around the amount and types of content that will be migrated to the new CMS, the CMS vendor should provide different pricing scenarios in their response to this RFP based on the outcome of the content audit (see Section 9.1 “Pricing Proposal Response Form” for additional information on requested pricing structure).

For context on web traffic, below are days in which the City’s site traffic experienced significant increases above the normal daily average. The ability for our site to remain available and functional during these times of increased traffic spikes is of utmost importance:

Date	Pageviews	Cause
11/5/2013	650,538	Election
11/6/2013	316,390	Election
9/24/2013	308,377	Election
11/3/2009	297,903	Election
1/26/2015	243,796	Snow Storm
4/16/2013	238,823	Boston Marathon 2013

##### Internal website: Hub.CityofBoston.gov

The City of Boston uses the PeopleSoft Enterprise Portal as its internal employee site. There are in excess of 450 PDF documents which are currently stored in a Document Library which will need to be converted into the CMS. Other content migration services are not covered by this RFP.

## 5.5 Design Elements to be Configured in New CMS

The Design Firm will deliver a number of design elements that the CMS vendor will need to configure in the new CMS. The CMS vendor should expect to receive page templates in XHTML/CSS format. Other design elements will include a style guide, pattern library, and templates for various page features. Templates provided by the Design Firm will likely include:

- Home page
- About
- Contact
- News post, press release, blog
- Community engagement (surveys, discussion boards, newsletter signups, alert signups, service requests, social media etc.)
- Department-level pages
- Themed pages
- Microsites
- Department directory
- Service directory
- City calendar
- Information directory
- Service request
- Address lookup
- Site search
- Galleries (photos, videos, etc)
- Searchable document library/archives
- Carousels
- Slideshows
- Lightboxes
- Tables
- Headers
- Footers
- Navigation
- Breadcrumbs
- Emergency alerts
- Home page takeover mode for use in emergency
- Contact information
- Frequently asked questions

## 6. Section 6: Proposal Response Format

This section describes the format the Vendors must use to respond to the RFP. Failure to follow the format requested in this section, or failure to use any supplied forms, could result in the Proposal being rejected.

### 6.1 Technical Proposal

The City expects the Technical Proposal to be divided into six (6) clearly marked and identified sections, with pages numbered in the 'Page x of y' format. The Vendor's Proposal must follow the format prescribed below and

address all requirements identified in this RFP. The objective of the prescribed format is to facilitate the review of all Proposals.

The following six (6) sections detail the content required as part of your response. If individual questions are contained in a section, they are numbered. Please use the same number for your answers.

The City realizes that the Vendor's Proposals may contain the same information in different sections. If so, please copy the information into each pertinent section so that the City's Evaluation Committee can evaluate each section individually.

Assumptions made by the Vendor should be indicated as such.

#### **6.1.1 Proposal Section 1: Introduction and Executive Summary**

Submit a letter of introduction and executive summary of the proposal. The letter must be signed by a person authorized by your company to obligate your company to perform the commitments contained in your proposal. Submission of the letter will constitute a representation by your company that your company is willing and able to perform the commitments contained in the proposal.

#### **6.1.2 Proposal Section 2: Response to Scope of Services**

This section constitutes the Vendor's description of its approach/methodology to the Scope of Services, Section 5, specific resources and project work plan for each deliverable, and a description of the specific process your firm will utilize to complete the Scope of Services, and any unique and particularized capabilities that the Vendor brings to the project that will provide expert guidance to the City with respect to web CMS upgrade. Include a projected timeline and a description of each step along the timeline, including resources required for each task, task delivery dates, and perceived risks. If the CMS vendor anticipates resources beyond the services and deliverables to be provided by the City and Design Firm, the CMS vendor should explicitly state those resources in this section. The web re-design project will be managed in an iterative and agile fashion, so it is expected that the selected CMS vendor will break down the high-level tasks and organize priorities according to feedback and input received during the process. Past examples of similar successful projects are encouraged. This section is a critical component of the proposal and should include a detailed description of the Offeror's work plan and project organization.

#### **6.1.3 Proposal Section 3: Vendor Background and Company Qualifications**

The information in this section provides basic Vendor information.

1. Company or Organization Description:
  - a. Provide an overview of your firm or organization.
  - b. Describe the types of work performed by your company.
  - c. Provide information concerning when, where, and for what other similar sized engagements Vendor has completed.
  - d. Company Financials or Dun & Bradstreet report.
2. Identify and provide details and background information of the Prime Contractor and all Sub-Contractors.

If the Vendor has had a contract terminated for default during the past five (5) years or has been involved in litigation regarding a contract for similar or related services, this fact should be disclosed along with the Vendor's position on the matter(s). If the Vendor has experienced no such terminations for default in the past five (5) years and has not been involved in contract litigation, then Vendor should indicate as such.

#### **6.1.4 Proposal Section 4: Staffing & Key Staff Qualifications**

Please provide a biography of the key team member(s) who will be working on this project. The biography needs to include their experience including length of time working on web CMS development and/or implementation.

Attach any reports, charts, schedules, documentation, and other relevant materials that convey the team member's professional expertise related to the project deliverables.

#### **6.1.5 Proposal Section 5: References and Additional Information**

Please provide three (3) web CMS related references (Section 9, 9.2 Attachment B) from the Vendor's recent past performance experience.

Please provide any additional information that the Vendor deems relevant to the Proposal. Also outline what differentiates Vendor from your competitors.

#### **6.1.6 Proposal Section 6: Completed Contract Forms**

Please review the following required forms that are attached as Appendix A and will be part of the final contract. The CM09, Contractor Certification, and CM 16, Wage Theft forms must be completed and signed and included with the Technical Proposal.

- Form CM06: Certificate of Authority (For Corporations Only)
- **Form CM09: Contractor Certification (Complete and include in Technical Proposal)**
- Living Wage Forms (LW-2 and LW-8)
- Standard Contract Forms CM10 & CM11
- Supplemental IT Terms to Forms CM10 & CM11
- Forms CM15A-B: CORI
- **Form CM16: Wage Theft Form (Complete and include in Technical Proposal)**

## **6.2 Price Proposal**

The Price Proposal is required to be priced separately for each Deliverable.

The Price Proposal asks for details concerning the components of the pricing that goes into each Offeror's overall proposal. Understanding the level of effort and the cost for the deliverables enables the City to better understand the structure of the proposed work.

The Price Proposal requires the use of the attached Pricing Form (Section 9, 9.1 Attachment A) to present a detailed cost breakdown.

1. Based upon an informed reading of the RFP and the Offeror's expertise, we ask that the Offeror determine the resources required to complete Deliverables 1 and/or 2. Each component of the deliverable should be listed as a separate line item.

Due to uncertainty around the type and amount of content that will be migrated from the current CMS platform to the new CMS, Vendors must submit different price scenarios for each deliverable based on the outcome of the content audit. (For example, Deliverable 2: Price Scenario 1 may include up to 25% of current content migrated to the new CMS, and Deliverable 2: Scenario 2 may include up to 50% of current content migrated to the new CMS.) For each Deliverable, enter the total estimated cost for each content scenario in each column.

For each deliverable, the sum of all line items will constitute the fixed price for each scenario. This fixed price includes all travel and incidental expenses – no travel reimbursement or reimbursement of expenses is available under this RFP.

For Deliverable 1: CMS Hosting, vendors may also include information on their hosting price structure (e.g., variable, based on usage). However, vendors must also submit a fixed price equivalent should the City choose to exercise a fixed price contract.

***Note: The City will reject any proposals that recommend a different pricing solution than what is required. The City will only accept proposals that adhere to this pricing model. The City is not interested in pursuing other pricing arrangements, including those that are based on a percentage of identified savings or revenue share.***

2. The selected Offeror shall be available for additional consulting services directly related to this RFP, at the City's sole discretion, at the hourly rates provided in response to this RFP, and pursuant to a contract amendment, additional statement of work, or purchase order, as applicable and as permitted by law. If there are additional positions and hourly rates that are applicable to such work, Offeror may include such additional information in the price proposal, Additional Discretionary Consulting Services table.

Please note that:

- The Pricing Proposal must be submitted separately and **NOT** be included in the Technical Proposal.
- The Vendor shall bear the onus of any errors made in pricing the services (e.g., omitting a component of the services).
- Should the Vendor have failed to either include in the price, or to deliver to the City, any component necessary to provide services as proposed in the RFP, the Vendor may be required to provide same at the Vendor's own expense.

## **7. Section 7: Proposal Evaluation**

### **7.1 Overview**

There are two levels of Proposal Evaluation:

**1) Minimum Evaluation:** All Proposals received by the City will be reviewed initially to determine if the Proposal meets all of the submission and minimum requirements described in this RFP. Only those Proposals meeting the minimum requirements as outlined in Section 8, (8.2 Minimum Evaluation Criteria), will continue with a comparative evaluation.

**2) Comparative Evaluation:** Proposals will be evaluated by an evaluation committee that will consider how well the Proposal meets the needs of the City. Evaluations will be based on criteria as outlined in Section 8, (8.3 Comparative Evaluation Criteria). All Proposals will be evaluated using the same criteria.

The evaluation committee will evaluate the Vendors' Proposals and identify those Proposals that are most advantageous based on the comparative evaluation criteria outlined below.

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.***

## **7.2 Evaluation Factors**

The evaluation factors reflect the totality of considerations represented in the requested Proposal responses. While cost is important, other factors are also significant and the City is not required to select the lowest Price Proposal.

All viable Proposals will be evaluated using the same criteria. Evaluations will be based on the general criteria listed below, which correspond to information requested in various sections of the Proposal as well as the specific criteria outlined in Section 8.

## **7.3 Presentations, Committee Interviews, and/or Additional Information Reviews**

After the Proposals are initially evaluated, the evaluation committee may decide to invite Vendors to participate in an interview with the evaluation committee. Additionally, the evaluation committee may request clarification from a Vendor in order to assist in the evaluation process.

## **7.4 Final Selection**

After considering recommendations provided by the evaluation committee on the Proposals, the City's Awarding Official will determine the most advantageous proposal based on the comparative evaluation criteria and price. The Awarding Official is the Chief Information Officer, City Of Boston. All Contracts related to this RFP is subject to the approval of the Mayor.

## **7.5 Contract Award and Execution**

The City reserves the right to enter into a Contract without further discussion of the submitted Proposal. Therefore, the Proposal should be initially submitted on the most favorable terms the Vendor can offer.

The successful Vendor will be required to sign a contract for this engagement with the City. The City's Standard Contract, the CM-10 and CM-11 form, and CM-11 supplement are attached in Section 9 – Addendum.

The RFP document and the successful Vendor's Proposal response will become part of the Contract documents. Additionally, the City may verify the successful Vendor's representations that appear in the Proposal. Failure of the successful Vendor to perform as represented may result in elimination of the successful Vendor from competition or in Contract cancellation or termination.

## 8. Section 8: Response Evaluation Criteria

### 8.1 Overview

All Proposals received by the City will first be reviewed to determine whether the Proposal meets all minimum criteria identified in the RFP. Minimum evaluation criteria reflect those standards or attributes that the City considers essential to the satisfactory performance of the contract.

The evaluation committee will evaluate and rate all Proposals meeting the minimum criteria, applying the comparative evaluation criteria prescribed below.

### 8.2 Minimum Evaluation Criteria

	Quality Criteria		Yes	No
1	Proposal received by deadline	Was the Proposal delivered prior to the deadline?		
2	Introduction and Executive Summary	Has the Vendor submitted a letter of introduction and executive summary of the proposal, signed by the appropriate person		
3	Description of Proposed Services	Has the Vendor provided a detailed description of their Proposed Services		
4	Vendor Background and Company Qualifications	Has the Company Qualifications Information been completed?		
5	Consultant Biographies	Have detailed staff biographies including Key Staff Qualification information been provided?		
6	CM09 Contractor Certification and CM16 Wage Theft Forms	Has Vendor included completed CM09 and CM16 Forms?		

**Signature:** The Vendor’s authorized representative shall sign on the line provided here, certifying that the responses provided by the Vendor that these Minimum Evaluation Criteria are provided without modification, qualification or limit.

\_\_\_\_\_  
Vendor Authorized Agent Signature

\_\_\_\_\_  
Date

### 8.3 Comparative Evaluation Criteria

#### 8.3.1 Presentation Criteria

Presentation Criteria Component	Highly Advantageous Response	Advantageous Response	Not Advantageous Response	Unacceptable Response
<b>Completeness, quality, and clarity of Proposal</b>	<ul style="list-style-type: none"> <li>▪ Proposal, as a whole, addresses all Proposal requirements with complete responses that address in full the scope of services and requirements.</li> <li>▪ Proposal provides relevant examples of past successes in implementing each deliverable.</li> <li>▪ Well-written in clear, concise and well- structured language.</li> <li>▪ Electronic documents are printable and are easy to navigate and intuitive. Hard copy is well organized and presented.</li> </ul>	<ul style="list-style-type: none"> <li>▪ The Proposal, as a whole, addresses all Proposal requirements, but the depth of the responses does not provide adequate information to evaluate the ability of the Vendor to meet the full scope of services and requirements.</li> <li>▪ Proposal provides relevant examples of past successes.</li> <li>▪ Easy to find information in hard-copy and electronic versions.</li> <li>▪ Electronic documents can be easily printed with little or no additional formatting.</li> </ul>	<ul style="list-style-type: none"> <li>▪ The Proposal, as a whole, does not address all Proposal requirements and does not provide adequate information to evaluate the ability of the Vendor to meet the full scope of services and requirements.</li> <li>▪ Proposal does not provide relevant examples of past successes in implement each deliverable.</li> <li>▪ Poorly-written in difficult to follow, cumbersome sentence structure with grammatical errors.</li> <li>▪ Electronic documents require formatting or are hard to print.</li> </ul>	<ul style="list-style-type: none"> <li>▪ The Proposal does not elaborate on requirement requests. Only provides Yes or No answers or non-substantive responses.</li> <li>▪ Poorly written.</li> <li>▪ Unable to print.</li> </ul>

### 8.3.2 Vendor's Background & Experience

Vendor 's Background Criteria Component	Highly Advantageous Response	Advantageous Response	Not Advantageous Response	Unacceptable Response
<b>Vendor's Background &amp; Experience</b>	<ul style="list-style-type: none"> <li>▪ Vendor's background &amp; project leadership conveys a strong, developed solution.</li> <li>▪ Project leadership has at least 5 years experience with CMS hosting and/or implementation.</li> <li>▪ Hosting and/or implementation of CMS platforms for similar sized or larger public entities and/or Government entities.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Vendor's background and project leadership conveys a vision of a developed solution.</li> <li>▪ Project leadership has at least 3 – 4 years experience with CMS hosting and/or implementation.</li> <li>▪ Hosting and/or implementation of CMS platforms for public entities and/or Government entities.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Vendor's background and project leadership conveys limited or no vision of a developed solution.</li> <li>▪ Project leadership has less than two years experience with CMS hosting and/or implementation</li> <li>▪ Limited Hosting and/or Implementation of CMS platforms for similar sized entities</li> </ul>	<ul style="list-style-type: none"> <li>▪ Vendor's background and project leadership does not convey a vision.</li> <li>▪ Project leadership has no experience with CMS hosting and/or implementation.</li> <li>▪ No hosting and/or implementation of CMS platforms for similar sized entities .</li> </ul>

### 8.3.3 Proposed Solution

Consulting Services Criteria	Highly Advantageous Response	Advantageous Response	Not Advantageous Response	
------------------------------	------------------------------	-----------------------	---------------------------	--

Component				Unacceptable Response
<b>Proposed Solution</b>	<ul style="list-style-type: none"> <li>▪ Proposed Services demonstrate strong insight into understanding the City’s requirements as described in RFP.</li> <li>▪ Provides comprehensive, logical, easy to understand, and measurable deliverables that satisfy all or almost all requirements outlined in deliverables 1 and/or 2.</li> <li>▪ Provides action plan(s) that allow for project completion in accordance with the web redesign timeline outlined in Section 4.2.</li> <li>▪ Quality of work in portfolio is of the highest caliber and shows excellence in functionality, experience with similarly complex site architecture and migration, and excellence in responsiveness</li> </ul>	<ul style="list-style-type: none"> <li>▪ Proposed Solution that shows insight into understanding the City’s requirements as described in RFP.</li> <li>▪ Provides measurable deliverables that satisfy most requirements outlined in deliverables 1 and/or 2.</li> <li>▪ Provides action plan(s) that allow for project completion mostly aligned with the web redesign timeline outlined in Section 4.2.</li> <li>▪ Quality of work in portfolio is of good quality and shows good functionality, experience with complex site architecture and migration, and superior responsiveness</li> </ul>	<ul style="list-style-type: none"> <li>▪ Proposed Solution that shows little insight into understanding the City’s requirements.</li> <li>▪ Provides limited measurable deliverables that satisfy requirements outlined in deliverables 1 and/or 2.</li> <li>▪ Provides action plan(s) that allow for project completion somewhat aligned with the web redesign timeline outlined in Section 4.2.</li> <li>▪ Quality of work in portfolio is of average to below average quality and shows moderate to below-average functionality, does not show experience with complex site architecture and migration and is not effectively responsive</li> </ul>	<ul style="list-style-type: none"> <li>▪ Proposed Solution that shows no insight into understanding the City’s requirements.</li> <li>▪ Does not provide any measurable deliverables and action plan(s).</li> <li>▪ Does not provide a portfolio of prior work</li> </ul>

**8.3.4 Staff**

Staff Criteria Component	Highly Advantageous Response	Advantageous Response	Not Advantageous Response	Unacceptable Response
Staff	<ul style="list-style-type: none"> <li>▪ Named committed individual(s) with at least 5-10 years relevant experience will be assigned to this engagement.</li> <li>▪ No gaps in team's expertise</li> </ul>	<ul style="list-style-type: none"> <li>▪ Some team member(s) named, others designated by role. Most team member(s) have at least 5 years relevant experience.</li> <li>▪ Minimal gaps in team's expertise.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Team member(s) are identified by role and not by name; Team member(s) have less than 5 years relevant experience.</li> <li>▪ Considerable gaps in team's expertise.</li> </ul>	<ul style="list-style-type: none"> <li>▪ No Team Members identified</li> <li>▪ No team expertise provided</li> </ul>



<b>Item 3:</b>				
<b>Item 4:</b>				
<b>Item 5:</b>				
<b>Item 6:</b>				
<b>Item 7:</b>				
<b><u>Total Fixed Price for Deliverable</u></b> <b><u>2</u></b>				

<b>Additional Discretionary Consulting Services</b>	<b>E. Hourly Rate</b>
<b>Position Title:</b>	

**9.2 Attachment B – Vendor Services Company References.**

Provide a list of customer references that are preferably similar in size, scope and complexity to the City of Boston.

<b>List of References – Vendor Services References</b>
<b>Reference 1</b> Company/Govt. Entity: Contact: Phone: E-mail: Street: City: State Zip Code

Describe Reference Site Installation

**Reference 2**

Company/Govt. Entity:

Contact:

Phone:

E-mail:

Street:

City:

State

Zip Code

Describe Reference Site Installation

**Reference 3**

Company/Govt. Entity:

Contact:

Phone:

E-mail:

Street:

City:

State

Zip Code

Describe Reference Site Installation

## Appendix A: Standard Contract Forms

This RFP includes the following standard contract forms so that you are familiar with them; the selected company /firm will be required to sign all forms at contract award. **The Contractor Certification Form (CM09) and Wage Theft Form (CM16) must be signed and submitted with your technical proposal.**

- *Form CM06: Certificate of Authority (For Corporations Only)*
- *Form CM09: Contractor Certification*
- *Living Wage Forms (LW-2 and LW-8)*
- *Forms CM10 & CM11: City of Boston Standard Contract Documentation Forms CM10 & CM11*
- *Supplemental IT Terms to Forms CM10 & CM11*
- *Forms CM15A-B: CORI*
- *Form CM16 Wage Theft*

**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

**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. 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 JUNE 2014  
THIS FORM IS VOID AND WITHOUT LEGAL EFFECT IF ALTERED IN ANY WAY

(PUB JUNE 2014)



# CITY OF BOSTON JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION ● (617) 918-5259

## 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	< \$13.76 p/h	\$13.76 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 Jobs And Community Services, telephone: (617) 918-5259 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) 918-5259

## 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 \$13.76 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 Jobs And Community Services, telephone: (617) 918-5259, 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: \_\_\_\_\_



# 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 refurbish 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.

**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.

Approved as to form by Corporation Counsel March 2014

**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 due to 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.

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 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 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; or (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.

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, lost revenue, or damages from lost data or records (unless the contract or Statement of Work requires the Contractor to back-up data or records), 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) or B(ii) 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. Nothing in this section shall limit the City's ability to negotiate higher limitations of liability in a particular 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 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 information necessary for the City to respond 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.

**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 CHSB 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 CHSB's 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 refuse, rescind, or revoke the offer of a position to an Applicant, then the Vendor complies with 803 CMR 6.11 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 6.11.
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.

**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>