



ADVERTISEMENT

CITY OF BOSTON DEPARTMENT OF NEIGHBORHOOD DEVELOPMENT THE BOSTON HOME CENTER DIVISION

REQUEST FOR PROPOSALS SENIOR HOMEOWNER SERVICES PROGRAM

The City of Boston acting by and through its Public Facilities Commission by the Director of the Department of Neighborhood Development, hereinafter referred to as Department of Neighborhood Development (DND), is seeking several non-profit Community Based Senior Servicing (CBSS) agencies with the capacity, experience and ability to administer its Senior Homeowner Services (SHOS) Program for the period of July 1, 2013 through June 30, 2015, subject to the availability of an appropriation in the subsequent fiscal year.

Senior Homeowner Services is a unit of The Boston Home Center Division. This program assists low and moderate income senior homeowners with their home repair needs. DND expects the SHOS agencies to act to help achieve the goal of providing the best possible service to Boston's senior homeowner population.

The CBSS agencies will be expected to provide:

- Administration and direct home repair services through the Minor Repair Program including compliance with U.S. Environmental Protection Agency (EPA) Renovation, Repair, and Painting Rule and Title X.
- Intake, limited repair and case management assistance for the Emergency Repair Program
- Intake and client assistance under the Moderate Home Repair Program
- Intake and client assistance under the HeatWorks and HeatWorks Plus Programs
- Administration of the Home Improvement Information and Referral Program.

The Request For Proposals (RFP) package will be available to all interested individuals beginning May 6, 2013 at 9:00 AM at the Department of Neighborhood Development's Bid Counter, 26 Court Street, 10th Floor, Boston, MA 02108 and will remain available until 4:00 PM on May 29, 2013 or you may download the package by registering at <http://www.cityofboston.gov/dnd/rfp>. Proposals must be prepared as instructed in the RFP package and submitted in a sealed envelope with the contract title identified on the front of the envelope directly to the Department of Neighborhood Development's Bid Counter, 26 Court Street, 10th Floor, Boston, MA 02108 by no later than **4:00 PM on Wednesday, May 29, 2013. LATE PROPOSALS WILL NOT BE ACCEPTED.**

A Bidders' Conference will be held on May 22, 2013 at 10:00 AM, 26 Court Street, Boston, MA in the Bill Buckley Room, 11th Floor. Applicants interested in attending the Bidders' Conference please notify Mary Devlin, Program Assistant at 617-635-0338.

Questions should be directed to: Katie Marcial, Senior Project Manager, Department of Neighborhood Development, 26 Court Street, Boston, MA 02108, 617-635-0369

Sheila A. Dillon
Chief and Director

PLEASE NOTE:

DND Bid Counter hours of operation are Monday - Friday, 9:00 AM – 12:00 Noon and 1:00 PM – 4:00 PM. Please plan accordingly.

CITY OF BOSTON

DEPARTMENT OF NEIGHBORHOOD DEVELOPMENT

THE BOSTON HOME CENTER DIVISION



REQUEST FOR PROPOSALS

SENIOR HOMEOWNER SERVICES PROGRAM

RFP Deadline: May 29, 2013

Thomas M. Menino, Mayor
Sheila A. Dillon, Chief of Housing and Director

**DEPARTMENT OF NEIGHBORHOOD DEVELOPMENT
REQUEST FOR PROPOSAL
SENIOR HOMEOWNER SERVICES PROGRAM**

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I. INTRODUCTION

The City of Boston's Department of Neighborhood Development (DND), is seeking experienced non-profit agencies to administer services for its Senior Homeowner Services (SHOS) Program for the period July 1, 2013 through June 30, 2015. Senior Homeowner Services is a unit of The Boston Home Center Division. This program assists low and moderate income senior homeowners with their property repair and home rehabilitation needs. DND expects the SHOS agencies to act to help achieve the goal of providing the best possible service to Boston's senior homeowner population.

Towards this end, DND is issuing this RFP requesting that interested Community Based Senior Service (CBSS) agencies with the capacity, experience and ability to serve senior homeowners apply. The selected agencies will be responsible to:

- Provide direct home repair services through the Minor Home Repair Program to include compliance with the appropriate HUD regulations pertaining to lead-based paint poisoning code regulations as outlined in HUD Regulations 24 CFR, Section 35. Massachusetts Regulations relating to Lead Poisoning Prevention and Control 105 CMR 460.00, Massachusetts General Law Chapter 111, and U.S. Environmental Protection Agency (EPA) Renovation, Repair, and Painting Rule.
- Provide Intake and case management for the Minor Home Repair, Moderate Home Repair, Emergency Home Repair, HeatWorks and HeatWorks Plus Programs.
- Provide On-Call coverage 4:30 P.M. -8:30 A.M. to respond to emergency referral calls from the Mayor's Hotline after normal business hours and weekends.
- Work collaboratively with DND and other senior service agencies relative to Distressed property cases.
- Implement outreach efforts to identify income qualified seniors who need services through this program independently and in conjunction with DND. CBSS agencies should concentrate their effort to reach and assist senior homeowners who have not participated in the program in the past.
- Provide regular monthly reporting on program activities and attend meetings as outlined by DND.
- Achieve the production and cost goals established at the execution of a contract.

Applicants are encouraged to carefully review the program descriptions and expectations outlined in **Section II: SCOPE OF SERVICES.**

This RFP describes the parameters, criteria, and selection process and contract execution. Please read this information thoroughly before preparing a proposal.

If you have any questions, please contact Katie Marcial, Senior Project Manager at (617) 635-0369.

II. SCOPE OF SERVICES
SENIOR AGENCY CONTRACTS FISCAL YEARS 2014 - 2016

1. PROGRAM COMPONENTS

Senior Homeowner Services (SHOS) includes five distinct components: the Minor Repair Program; the Emergency Repair Program; the Moderate Home Rehabilitation Assistance Program; the HeatWorks /HeatWorks Plus Programs and the Home Improvement Information & Referral. In order to more efficiently meet the needs of low and moderate income senior homeowners, DND partners with CBSS agencies.

A) Minor Home Repair Program

The CBSS agency will take requests for and perform minor home repairs for seniors who meet the **80 percent Area Median Income (AMI)** as defined by the U.S. Department of Housing and Urban Development. The program provides both materials and labor for all projects that are deemed appropriate. Eligible repairs include, but are not limited to, minor electrical, plumbing, weatherization, security devices and adaptive porch repairs. Repair work can be interior or exterior. No more than three repairs per client per fiscal year are allowed. Clients will be expected to contribute 25 percent of the total repair costs. Clients whose income is 30 percent of AMI (\$19,850 for a one person household) or below are exempt from this contribution. Clients who request that repairs be made in tenant units where rent is being collected will be responsible for assuming the entire cost of materials, regardless of income. The Senior Agency shall report the amount collected from clients on a monthly basis to DND. Client contributions shall be documented and returned to the Minor Repair program budget.

Title X Compliance for Minor Home Repairs

Minor home repairs must be made in compliance with the appropriate HUD regulations pertaining to lead-based paint poisoning code regulations as outlined in HUD Regulations 24 CFR, Section 35. Massachusetts Regulations relating to Lead Poisoning Prevention and Control 105 CMR 460.00, Massachusetts General Law Chapter 111, and U.S. Environmental Protection Agency (EPA) Renovation, Repair, and Painting Rule. The CBSS agency will be expected to provide the equipment, supplies, materials, etc. required to ensure compliance. DND will provide access to training which will be required for relevant staff. Refer to pages 21 and 22 (Senior Agency Summary of Title X) for further details.

Service Goal: The goal is to make 1,250 minor home repairs per fiscal year and serve approximately 250 new senior homeowners citywide, per fiscal year. Any home management counseling undertaken should relate directly to the home rehabilitation program. No more than (on average) one hour per case should be devoted to home management counseling at this point.

DND expects that a minor repair will cost on average up to \$337.00.

B) Emergency Home Repair Program

DND will administer a program to finance and oversee more extensive home repairs that exceed \$1,000. Such repairs eliminate conditions, which constitute an immediate threat to health and safety. The CBSS agencies provide the intake for all emergency rehabilitation projects that exceed \$1,000. DND dispatches a Construction Specialist to the site to determine the emergency condition.

Emergency and On-Call Coverage

The CBSS agency must provide on-call coverage 4:30 P.M. -8:30 A.M. to respond to emergency referral calls from the Mayor's Hotline after normal business hours and weekends. The CBSS technical staff will be required to make emergency repairs not to exceed \$1,000.00 including the documented cost of materials and sub-contractors with receipts and invoices. Emergency repairs in excess of \$1,001.00 must be referred to a DND Construction Specialist who will inspect the property to verify the existence of an emergency and write up the repair specifications. The CBSS agency will also determine if there are other critical repair items that need to be addressed relative to health and safety. For extensive emergency repair projects, the CBSS agency will also assist the client at the meeting to discuss and execute DND project-funding documents.

DND expects that the contracted agencies will provide the staff necessary to screen inquiries, intake eligible clients and make on-site emergency repair needs assessments. The agency shall employ repair staff that will confirm and perform the majority of repairs, as well as supervise contracted labor when needed. DND suggests that agencies consider alternative arrangements with carpentry and specialty repair staff to maximize both efficiency and the range of available repair services (i.e. arrangement where two agencies share one full-time carpenter, etc.)

Service Goal: The goal is to submit 75 applications to DND and 50 emergency home repairs per fiscal year citywide.

DND expects that an emergency application will cost on average up to \$825.00 per application submitted and that a loan closing will cost on average up to \$586.00.

C) Moderate Home Repair Assistance

DND will administer a program to provide moderate to extensive home repair and associated financing for senior homeowners. The CBSS agencies will perform application intake and client assistance for such cases. Specifically, the CBSS agencies will assist the homeowner with completing the application, obtaining the necessary documents, verifications, and determining preliminary eligibility for the program. Each CBSS agency shall appoint a Coordinator. The CBSS agencies' Coordinator shall assist the homeowner with securing additional financing, if he/she believes that the cost of repair will exceed the DND program guidelines. Any home management counseling undertaken should directly relate to the client's application for submission to DND. The CBSS agencies' Coordinator is to ensure that the homeowner is informed and understands funding source as well as the terms and conditions of the program.

The CBSS agencies shall make referrals to appropriate legal and social service agencies as deemed appropriate. The CBSS agencies will serve as a conduit between DND and the client throughout the process, explaining each of the steps involved and attending DND/client meetings. For example, the CBSS agencies shall endeavor to attend the presentation of the work write-up to the client and will assist the client at the loan closing to execute DND project-funding documents.

It is DND's expectation that the CBSS agencies provide the appropriate and adequate staff infrastructure to handle intake and client assistance. The CBSS agencies shall endeavor to give applicants a realistic expectation of construction process, time frames, and DND funding limits given the widespread demand for the program and DND staff capacity. CBSS agencies staff will be required to provide information to clients explaining the HUD regulations pertaining to lead-based paint poisoning code regulations as outlined in HUD Regulations 24 CFR, Section 35. Massachusetts Regulations relating to Lead Poisoning Prevention and Control 105 CMR 460.00, Massachusetts General Law Chapter 111, and U.S. Environmental Protection Agency (EPA) Renovation, Repair, and Painting Rule. In addition, the CBSS agencies will be required to provide the EPA Lead Safe Certified Guide to Renovate Right to all applicants for all projects.

Service Goal: DND expects each CBSS agency to provide assistance for home repair and submit to DND collectively 40 applications per fiscal year (this goal is subject to the number of contracts awarded and will be adjusted according to the size of the proposed service area) and attend 35 loan closings per fiscal year. DND also expects that the agency will make staff available at all times 9:00 A.M.– 5:00 P.M., Monday through Friday, to assist clients with their applications and questions. The CBSS agency must ensure program coverage during staff vacations.

DND expects that moderate rehab applications will cost on average up to \$986.00 per complete application submitted and closings will cost on average up to \$586.00 per closing.

D) HeatWorks Program and HeatWorks Plus

DND in collaboration with National Grid, Action for Boston Community Development, Inc. and the Boston Foundation will provide senior homeowners and families with children living in their home six years of age and under with heating system repair and replacement services, weatherization and insulation. The CBSS agencies will perform application intake and client assistance for this program.

Service Goal: The goal is to submit 40 HeatWorks applications and 40 HeatWorks Plus applications to DND per fiscal year citywide.

DND expects that a HeatWorks/HeatWorks Plus application will cost on average \$430.00 per application submitted.

E) Home Improvement Information and Referral

The CBSS agency will provide general housing information and referral for senior homeowners regarding home repair, rehabilitation, financing options, and tax abatement programs. This

service will be available for those who are not eligible or choose not to participate in the programs described above. The agency will provide written materials including relevant information from the Massachusetts Office of Consumer Affairs to guide senior homeowners through the steps and potential abuses in the construction and finance process. The agency should also be able to provide referral suggestions to appropriate resources and programs.

Service Goal: The goal is to assist 375 seniors per fiscal year citywide.

DND expects that information and referral services will cost on average \$25.00 per client referral.

Marketing and Presentations

It is DND's expectation that the CBSS agencies provide program marketing by placing ads in various neighborhood newspapers as well as organizing and facilitating community based informational presentations. CBSS outreach efforts should be strategic and effectively result in servicing new homeowners; defined as senior homeowners who have never participated in the program

Service Goal: 12 ads per fiscal year and 12 presentations per fiscal year citywide.

DND expects the cost of a presentation to be on average up to \$350.00 per presentation and the cost of an ad to be up to \$366.00.

2. CLIENT ELIGIBILITY

A client served by these participants must be 62 years of age or older, excluding the HeatWorks and HeatWorks Plus Programs. HeatWorks participants must be 60 years or older and HeatWorks Plus does not have an age requirement, however, participants must have a child six years of age or less living with them. All program participants must be an owner- occupant of a 1 - 4 family residence within the City of Boston. Clients also must be low to moderate income as defined by the Department of Housing and Urban Development (HUD). In addition, to be eligible for Home Rehabilitation Assistance, at least 51% of the households in multi-family homes must be low or moderate income. The current thresholds are outlined below and are subject to change. Guideline updates will be provided by DND as necessary.

<u>Number of people in Household</u>	<u>Maximum Income Allowed</u>
1	\$47,150
2	\$53,900
3	\$60,650
4	\$67,350
5	\$72,750

Based on 80% of FY 2013 HUD median family income limits for metropolitan Boston area. Income limits subject to change annually.

3. REPORTING AND PAYMENTS

In order to track program activity and maintain service uniformity throughout the city, DND will require certain reporting procedures and documentation. CBSS agencies will complete quarterly reports detailing programmatic activity during that period which will include but not be limited to numbers of clients served, number of repeat clients, average repair costs, and types of repairs, and outreach efforts.

In addition, CBSS agencies must complete on a monthly basis the “Minor Repair Program Information Summary” sheet that summarizes client and repair information and the “Minor Repair Client Information” sheet for each client served. These records will be submitted to DND at time of monthly invoice for payment and client files maintained and must be available for periodic review by DND staff or its designees.

Quarterly reports must be submitted to DND by the 5th business day of each new quarter and monthly reports must be submitted to DND by the 5th business day of each new month.

All contract payments are made through cost reimbursements. CBSS agencies shall submit invoices to DND on a monthly basis to obtain reimbursement for costs incurred during that period. DND will track each agency’s cost per activity against the goals of the contract. Details of the required documentation will be outlined in the final contract.

Late or incomplete submissions from the agencies of required reports will result in a letter of warning from DND. DND may require a written explanation of any violations of the contract agreement such as late reports, incomplete reports, etc. DND expects that any such deficiencies will be corrected immediately.

4. DND OVERSIGHT

DND will monitor the performance of CBSS agencies. Each agency will be evaluated by DND on the basis of agreed upon goals, objectives and performance measures. DND will gather data from these reports and from routine monitoring visits. CBSS agencies that are not meeting their quarterly production goals or achieving the average costs for services stated herein and negotiated as part of the awarded contract, will be asked to submit a letter of justification and a plan to achieve their goals for the remainder of the contract period.

Pursuant to its responsibility to monitor and evaluate, DND shall have access to any books, records, documents, or papers of the agencies which are pertinent to services reimbursed under the contract. DND will provide advance notice of such a request, so as to not interfere with the normal operations of the agencies.

DND reserves the right to suspend or terminate a contract, if an agency fails to comply with the terms of the contract.

5. DND ASSISTANCE

Three to four required meetings per year will be scheduled between the CBSS agencies and DND program staff for the purpose of discussing ongoing performance, resource needs, policy issues and operational concerns.

DND may from time to time provide training. DND may also offer technical assistance as necessary to achieve efficiency and quality of service delivery. The CBSS must immediately notify DND of staff changes that affect this contract. DND may from time to time conduct citywide marketing and outreach to inform senior homeowners of program services.

III. CONTRACT PARAMETERS

A. APPLICANT ELIGIBILITY

To be awarded a contract under DND's Senior Homeowner Services Program, an agency must be a non-profit organization based in the City of Boston. Applicants must hold a currently valid 501(c)(3) designation or be in the process of obtaining such a designation.

* DND will consider and does in fact encourage joint applications or applicants outlining a collaborative relationship with other agencies. For example, applicants who are proposing to serve a neighborhood(s) not in the immediate proximity to their offices may want to have an arrangement with an agency in that neighborhood whereby a staff person at their office would do intake. In addition, agencies may want to consider agreements with other applicants regarding sharing staff, especially technical staff - in house carpenters, plumbers, etc.

B. CONTRACT PERIOD

The contract period for designated applicants under the Request for Proposals is July 1, 2013 through June 30, 2015. This contract period is subject to the condition that performance is satisfactory as determined by DND and subject to a yearly appropriation of funds. Under no circumstances may later contract period start dates be negotiated.

C. CONTRACT AMOUNT

Contract amounts for each agency will vary according to service goals, cost efficiencies, and service areas. Applicants should complete the proposal budget based upon their own projection of capacity, productivity, and cost efficiencies. It is anticipated that final contract awards will range from \$140,000 to \$187,000. Final contract awards will depend on funds available, the number and qualifications of agencies selected, and DND analysis of the contractor's capacity and productivity. We anticipate awarding approximately four to five contracts. DND may decide there are adequate reasons to award fewer or more contracts. The range of contract amounts, depending on the number of contracts awarded, will vary accordingly, per contract year.

D. SERVICE AREA

Applicants should indicate which areas they intend to serve in their proposals. DND reserves the right to make adjustments to the service area during contract negotiations based upon the selected agency ability and capacity.

Below is a breakdown of owner-occupied housing units by neighborhood for households reporting as 65 years of age and older. This data is from the 2010 Census. We include this for informational purposes in our endeavor to serve senior homeowners living in all the neighborhoods of Boston.

Area	Owner-Occupied 65+	% Total
Allston-Brighton	1,431	8%
Back Bay-Beacon Hill	1,197	6%
Central	1,162	6%
Charlestown	618	3%
East Boston	1,126	6%
Fenway-Kenmore	231	1%
Hyde Park	1,669	9%
Jamaica Plain	1,116	6%
Mattapan	1,354	7%
Dorchester	2,574	14%
Roslindale	1,294	7%
Roxbury	1,291	7%
South Boston	1,042	5%
South End	494	3%
West Roxbury	2,436	13%
Total	19,035	100%

E. THE BOSTON JOBS AND LIVING WAGE ORDINANCE

In accordance with The Boston Jobs and Living Wage Ordinance, and the provisions of the promulgated Regulations, the Living Wage, subject to increase each July 1, shall be paid to a "Covered Employee". "Covered Employee" is defined as any for-profit or not-for-profit employer who employs at least 25 full-time equivalents (FTE) who have been awarded a service contract of \$25,000 or more. Further, any Service Subcontractor who is under a subcontract and receiving funds from a service contract of \$25,000 or more from a "Covered Vendor", provided the Subcontractor(s) is/are paid for by funds from the Service contract, shall be required to comply with the Living Wage Ordinance.

The Living Wage Ordinance applies to service contracts of \$25,000 or more awarded to a vendor by the City for furnishing of services to or for the City; and subcontracts of \$25,000 or more awarded to a vendor by a “Covered Vendor”, provided the subcontract is paid for by funds for the Service Contract.

The Ordinance requires that all proposal submissions **must** include a completed “Vendor Living Wage Affidavit (Form LW-8)”.

The following forms for the Living Wage Ordinance: LW-1, LW-2, LW-4, LW-8, LW-9, LW-9A, LW-10 and LW-10A are attached for your review and use.

F. CORI ORDINANCE

The contract to be awarded pursuant to this Request for Proposals shall be subject to the City of Boston code (CBC) Chapter 4, ss 7 entitled “An Ordinance Regarding CORI” (hereinafter the “CORI Ordinance”) a copy of which is included herein with Forms CM 15A and CM Form 15b.

The purpose of the CORI Ordinance is to ensure that persons and businesses supplying goods and/or services to the City of Boston deploy fair practices related to the screening and identification of persons with criminal backgrounds through the CORI system. Vendors entering into contracts with the City must affirm that their practices regarding CORI information are consistent with the standards set by the City of Boston and must maintain such consistent practices throughout the period of performance of the contract.

No contract will be awarded pursuant to this Request for Proposals to a proposed vendor unless that vendor is in compliance with the CORI Ordinance. In the event the highest-rated proposer is not in compliance with the CORI Ordinance, the next highest-ranked proposer will be selected and awarded the contract provided they are in compliance with the CORI Ordinance.

Compliance with the CORI Ordinance is mandatory for the duration of this contract.

IV. CRITERIA FOR SELECTION

Agency proposals will be reviewed and evaluated according to the following criteria:

Administrative Capacity - DND will take into account the financial stability, the organizational strength, and the history of each applicant. New agencies will be evaluated on the basis of their ability to start up.

Program Quality - DND will look at the agency's track record as a provider of senior services, home repair, case management and consumer information. In addition, DND will review the feasibility and quality of the proposed program design.

Program Efficiency - DND will examine the relative efficiency of the proposed program. In particular, we will compare the number of service outcomes proposed, the average costs achieved per program service area and, if applicable, past performance.

Ability to Leverage Additional Resources – DND expects potential CBSS agencies to be familiar with other programs and resources that may augment assistance provided by DND (for example, Boston Water and Sewer Commission’s Sewer Lateral Financial Assistance Program).

Ability to Work with Senior Population - DND will examine the agency's track record and experience in serving the senior homeowner population. In addition, DND will assess the agency's capacity and plan for outreach and working with this client population in the SHOS program.

Effectiveness in the Service Area - DND will examine the agency's track record serving residents of the proposed service area; track record of outreach and generating new clients to the program.

V. REVIEW AND RECOMMENDATION PROCESS

DND will review and evaluate each proposal submitted. DND will award contracts to the applicants who best demonstrate the ability to provide the required services. During the preliminary evaluation DND may request applicants to submit additional information. A review panel will be established consisting of BHC program staff-and/or other DND staff persons. This panel will select finalists who will be asked to come in for an interview to further discuss their proposals. Following these interviews, DND staff will finalize recommendations regarding agency selection, contract amounts and service areas. Final recommendations will be made to the Director of the Department of Neighborhood Development. It is anticipated that the review and selection process will take approximately two weeks. After a successful applicant has been notified of a recommendation to fund its program, the actual award of CDBG monies will remain contingent upon the agency's timely and accurate submission of the required documents for contract execution. Failure to submit the necessary materials as requested by DND may result in the forfeiture of the recommended award.

1. APPLICATION PROCEDURE

Responses to this Request For Proposal must be submitted directly to the Department of Neighborhood Development, Bid Counter, 26 Court Street, 10th Floor, Boston, MA 02108. Please submit your proposal in a sealed envelope with the contract title identified on the front by 4:00 PM on Wednesday, May 29, 2013. **Late proposal submissions will not be accepted. DND reserves the right to reject any proposal that does not meet the stated guidelines. Interviews with finalists will be scheduled during the week of June 3, 2013 to discuss proposals. Please keep this week available to facilitate the demands of the schedule.** DND Program staff will host an optional Bidders’ Conference for potential applicants on Wednesday, May 22, 2013 at 10:00 A.M, 26 Court Street, Boston, MA 02108, Bill Buckley Conference Room, 11th Floor. The Bidders’ Conference will include a review of the RFP and its

requirements, including information on Title X of the Housing and Community Development Act of 1992 for Lead Hazard Control and Reduction. Applicants interested in attending the Bidders' Conference please notify **Katie Marcial, Senior Project Manager at (617) 635-0369.**

Any questions regarding program information or proposal format requirements should be directed to **Katie Marcial, Senior Project Manager at (617) 635-0369.**

2. PROPOSAL FORMAT

Completed proposals should include the following materials and be assembled in the following order:

- 1) Proposal Cover Sheet - form attached**
- 2) Program Budget & Output - form attached**
- 3) Proposal Narrative - follow the outline in this Scope**
- 4) Articles of Organization from the Office of the Secretary of State of the Commonwealth of Massachusetts**
- 5) Proposed Organizational Chart**
- 6) Proposed Position Descriptions**
- 7) Letters of support**
- 8) Living Wage Form LW-8 – form attached**

Please submit an original and three (3) copies of the proposal. Please staple the proposal on the left hand corner and do not utilize binders. Non-conforming and incomplete proposals will be rejected.

3. PROGRAM NARRATIVE

This section of the proposal should not exceed ten (10) pages. Please respond concisely and completely in the following format:

A) PROGRAM NARRATIVE

In approximately 250 words or less, provide an abstract of the program your agency envisions. Highlight requested funding, program objectives, collaborative agreements (if relevant), projected service area, methods of outreach and projected outcomes.

B) ORGANIZATIONAL DESCRIPTION

- 1) Briefly present an organizational history listing agency goals, initiatives and accomplishments.
- 2) Describe the agency's ability to effectively provide services to the senior homeowner population. What issues does the agency identify as most threatening to the senior homeowner population? List any accomplishments the agency has in servicing this population. What additional services, if any does the agency provide to this population?
- 3) Describe the agency's structure including a copy of your organization chart. Be sure to specifically identify staff that will be responsible for service delivery and management. What is the extent of community involvement on your agency's Board of Directors? Discuss the agency's administrative and program management structure and capability. How does this structure demonstrate your agency's ability to successfully operate a Senior Home Owner Repair Service Program?

C) PROGRAM DESIGN/DESCRIPTION

- 1) Describe overall proposed program and management structure and any joint or collaborative efforts with other neighborhood agencies.
- 2) For each of the programs components discuss the structure, staffing and plan for intake and service delivery. Please submit an organizational chart showing staff persons to be paid by contract.
- 3) For new potential awardees, discuss your plan and timetable for start-up of the program.
- 4) Describe your plan for monitoring and evaluating the program activities, staffing, expenditures and goals.

D) SERVICE AREA CLIENT PROJECTIONS

Describe the geographic area (complete with corresponding zip codes) the agency proposes to serve and why that area has been selected. Discuss and provide data that documents your agency's track record in serving this area.

E) BUDGET AND OUTPUT NARRATIVE

- 1) Complete the budget and output form detailing the associated costs and output planned for each program component for each year of the contract (3 sheets total) in accordance with the goals and fees set for the in this Scope of Services. Please note this budget should only reflect costs you will bill for from contract funds, not any other funding source or homeowner contribution.

2) Provide a budget narrative to explain your budget figures in accordance with the average cost per service indicated in DND's scope of services. Describe the amount of time each staff will spend on the program and what percentage of their salary will be funded by the DND contract. As appendices, attach job descriptions and resumes for all staff positions that will be funded in part or all by contract funds.

3) Is DND the only funding source for this program? Y/N. If no, specify the amount, source and use of any non-DND funds such as client contributions, United Way, private foundations, other contracts, in-kind, etc.

4) Discuss your projections for output: any assumptions made, variations over time, etc.

Thank you for your interest in working with DND to assist our senior homeowner population in the City of Boston. We look forward to receiving your proposal.

PROPOSAL COVER SHEET

Agency

Name: _____

Address: _____

Agency Director: _____

Program Contact: _____

Title: _____

Phone: _____ E:mail: _____

If this is a joint application or collaborative proposal please complete the following for the second agency:

Nature of relationship between agencies

Agency

Name: _____

Address: _____

Agency Director: _____

Program Contact: _____

Title: _____

Phone: _____ E-mail: _____

Proposed Service Delivery Area

Please check which neighborhoods you intend to serve.

Allston Brighton (02134, 02135) _____

Back Bay/Beacon (02115, 02116) _____

Charlestown (02129) _____

Chinatown (02111) _____

East Boston (02128) _____

Fenway/Kenmore (02215) _____

Hyde Park (02136) _____

Jamaica Plain (02130) _____

Mattapan (02126) _____

Mission Hill (02120) _____

North Dorchester (02121) _____

North End (02113) _____

Roslindale (02131) _____

Roxbury (02119) _____

South Boston (02127) _____

South Dorchester (02122, 02124, 02125) _____

South End (02118) _____

West Roxbury (02132) _____

PROPOSED PROGRAM BUDGET OUTPUT
JULY 1, 2013 – JUNE 30, 2014 YEAR 1

PROGRAM	\$	%	#	AVERAGE PER ACTIVITY COST
MINOR HOME REPAIR				
EMER HOME REPAIR, INTAKE & ON CALL				
MODERATE HOME REPAIR ASSISTANCE				
HEATWORKS & HEATWORKS +				
INFO/REFER				
TOTAL				

PROPOSED PROGRAM BUDGET OUTPUT
JULY 1, 2014 – JUNE 30, 2015 YEAR 2

PROGRAM	\$	%	#	AVERAGE PER ACTIVITY COST
MINOR HOME REPAIR				
EMER HOME REPAIR, INTAKE & ON CALL				
MODERATE HOME REPAIR ASSISTANCE				
HEATWORKS & HEATWORKS +				
INFO/REFER				
TOTAL				

**PROPOSED PROGRAM BUDGET OUTPUT
JULY 1, 2013 – JUNE 30, 2014 YEAR 1**

PROGRAMS:	MINOR HOME REPAIR	EMERGENCY HOME REPAIR & ON CALL	MODERATE HOME REPAIR	HEATWORKS & HEATWORKS +	INFO & REFERAL
Salary					
Fringe					
Sub-contractor					
Materials					
Insurance					
Overhead*					
Travel					
Marketing					
Title X Costs					
TOTAL \$					
# of Repairs					
# of Applications					
# of Closings					
# of Info & Ref.					
# of New Clients					

*Overhead includes postage, telephone, supplies, utilities, rent, and administrative costs.

**PROPOSED PROGRAM BUDGET OUTPUT
JULY 1, 2014 – JUNE 30, 2015 YEAR 2**

PROGRAMS:	MINOR HOME REPAIR	EMERGENCY HOME REPAIR & ON CALL	MODERATE HOME REPAIR	HEATWORKS & HEATWORKS +	INFO & REFERAL
Salary					
Fringe					
Sub-contractor					
Materials					
Insurance					
Overhead*					
Travel					
Marketing					
Title X Costs					
TOTAL \$					
# of Repairs					
# of Applications					
# of Closings					
# of Info & Ref.					
# of New Clients					

*Overhead includes postage, telephone, supplies, utilities, rent, and administrative costs.

SENIOR AGENCY SUMMARY OF TITLE X (SECTIONS 1012 AND 1013) GENERAL REQUIREMENTS AND SUBPART J NOTES

Disclaimer: This document is not intended to replace the regulations. Interested parties should review the regulations for their applicability to their individual programs. The regulations and guidelines may be obtained on-line via the HUD Internet site <http://www.hud.gov/offices/lead/> and the Federal Code of Regulations internet site <http://www.access.gpo.gov/nara/>

Requirements applicable to all programs:

Notification of Evaluation (§35.125)

- Provide notice to occupants within 15 calendar days of when the designated party receives the report or makes the presumption of lead paint.
- Must be sent to each occupant or posted in a centrally located common area.
- Must be in the occupant's primary language.

Notification of Hazard Reduction Activity (§35.125)

- Provide a notice to occupant's no more than 15 calendar days after the reduction activities have been completed.
- Must be sent to each occupant or posted in a centrally located common area.
- Must be in the occupant's primary language.
- **Notify EPA** of commencement of hazard reduction activities (§745.227).

Lead Hazard Information Pamphlet (§35.130)

- Pamphlet shall be provided to each occupied dwelling unit to which Title X applies.
- (Timing is assumed to be before renovation).

Prohibited Methods of Paint removal (§35.140)

- Open flame burning or torching
- Machine sanding or grinding without a HEPA exhaust control.
- Abrasive blasting or sanding w/out HEPA local exhaust control
- Heat guns operating over 1100 ° F or charring of paint.
- Dry sanding or dry scraping except with heat guns or within 1.0 ft. of electrical outlets, or when treating defective paint spots totaling no more than 2 sq. ft in any one room or no more than 20 sq. ft. on exterior.
- Paint stripping with volatile stripper w/out ventilation.

Compliance with State Regulations (§35.150)

- Title X does not supercede State requirements.
- The more protective requirement shall be followed.

Records (§35.175)

- Copies of each notice, evaluation and clearance or abatement report must be kept for at least **three years**.

Licensure (MA 454 CMR 22.00)

- **All persons engaging in Lead Safe Renovator or Deleading activities must be duly licensed under 454 CMR 22.00.**

Under \$5,000 per unit in Federal Rehabilitation Assistance

- The strategy when conducting work on leaded or presumed leaded components, is "Do No Harm"
- Conduct paint testing (or presume lead) on the surfaces to be disturbed or replaced during rehabilitation.
- Implement Safe Work Practices during rehabilitation and repair any surfaces that are disturbed.

- Perform a clearance examination of the worksite.

Safe Work Practices methods include:

Removal of defective paint by:

- Wet scraping;
- Wet sanding, except near electrical outlets;
- Off-site Chemical stripping;
- Replacing painted components;
- Using an infrared or coil-type heat gun with temperatures below 1100°F
- HEPA vacuum sanding;
- HEPA vacuum needle gun; or
- Abrasive sanding with HEPA vacuum.

Relocation:

- Typically not required if full disclosure of the nature of the work occurs to the Senior and he or she has access to bathroom, kitchen and bedroom facilities.

Clearance Testing of the work site/area

- Clearance Testing must be performed after all the rehabilitation work is complete.

Worker Training and Licensure

- All persons performing work in compliance with these guidelines must be trained and licensed under the Massachusetts Department of Labor and Workforce Development regulations.

Exemptions from the Title X requirements:

- The work to be conducted disturbs less than 2 s.f. on the interior of any one room, 20 s.f. on the exterior or less than 10% of the total surface area on an interior or exterior type of component with a small surface area.
- Emergency repair actions that are those needed to safeguard against imminent danger to human life, health or safety, or to protect property from further structural damage.
- Emergency housing assistance (such as for homeless).
- Housing built on or before January 1, 1978.
- Housing exclusively for the elderly or persons with disabilities, unless a child under age 6 is expected to reside there.
- Zero bedroom dwellings, including efficiency apartments or single-room occupancy housing, dormitories.
- Property that has been found to be free of lead-based paint by a certified inspector.
- Any rehabilitation or housing improvement that does not disturb a painted surface.

STANDARD CITY OF BOSTON CONTRACT TERMS, CONDITIONS AND FORMS

Attached Terms and Conditions

The following standard contract terms and conditions are attached for the applicant's information. These terms and conditions will be part of the contract the City will sign with the selected applicant(s).

CM-11 (Standard Contract General Conditions)
City of Boston CDBG Terms and Conditions

Attached Forms

The following standard contract forms and certifications are attached for the applicant's information. These forms will be part of the contract the City will sign with the selected applicant(s). With the exception of LW-8, applicants are not required to complete or submit these forms with their proposals. They are included for information ONLY.

CM-10 Standard Contract Form
CM-6 Certificate of Authority
CM-9 Contractor Certification
Living Wage Forms (LW-1, LW-2, LW-4, LW-8, LW-9, LW-9A,
LW-10 and LW-10A)
CORI Ordinance, CM Form 15A and CM Form 15B

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 furnish 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" (Ordinances of 1987, Chapter 14, as amended), 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 June 2012

CITY OF BOSTON
COMMUNITY DEVELOPMENT BLOCK GRANT
GENERAL TERMS AND CONDITIONS

Revised March 2011

Approved by the Compliance Unit

I. GENERAL COMPLIANCE REQUIRED OF CONTRACTORS

A. OVERALL COMPLIANCES.

The Contractor employed under this contract shall comply with all the provisions of the Housing and Community Development Act of 1974, regulations issued pursuant thereto, and such directives and instructions as may be issued from time to time in connection therewith by the Department of Housing and Urban Development, and with all other Federal, State, and Local Laws applicable to its activities.

1. For Non-Governmental Entities.

The Contractor agrees to comply with the following requirements and standards of the United States Office of Management and Budget:

- (1) OMB Circular A-122, "Cost Principles for Nonprofit Organizations," or OMB Circular A-21, Cost Principles for Educational Institutions," as applicable.
- (2) The following attachments to OMB Circular A-110 "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations."
 - (a) "Cash Depositories except for Paragraph 4, concerning deposit insurance (Attachment A).
 - (b) "Bonding and Insurance" (Attachment B).
 - (c) "Retention and Custodial Requirements for Records" (Attachment C).
 - (d) "Monitoring and Reporting Program Performance" Paragraph 2 (Attachment H).
 - (e) "Property Management Standards," except for Paragraph 3 concerning the standards for real property (Attachment N).
 - (f) "Procurement Standards" (Attachment O).
- (3) OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations," as applicable.

2. For Governmental Entities

The Contractor agrees to comply with the following requirements and standards of the United States Office of Management and Budget:

- (1) OMB Circular A-87, "Cost Principles for State and Local Governments"
- (2) OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations".
- (3) The following Sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants-in-Aid to State and Local Governments"

- (a) Section 85.3, "Definitions";
- (b) Section 85.6, "Additions and exceptions";
- (c) Section 85.12, "Special grant or sub grant conditions for 'high risk' grantees";
- (d) Section 85.20, "Standards for financial management systems," except paragraph(a);
- (e) Section 85.21, "Payment," except as notified by §570.513;
- (f) Section 85.22, "Allowable costs";
- (g) Section 85.26, "Non-Federal audits";
- (h) Section 85.32, "Equipment" except in all cases in which the equipment is sold, the proceeds shall be program income;
- (i) Section 85.33, "Supplies";
- (j) Section 85.34, "Copyrights";
- (k) Section 85.35, "Subawards to debarred and suspended parties";
- (l) Section 85.36, "Procurement," except paragraph (a);
- (m) Section 85.37, "Subgrants";
- (n) Section 85.40, "Monitoring and reporting program performance," except paragraphs(b) through (d) and paragraph (f);
- (o) Section 85.41, "Financial reporting," except paragraphs (a), (b) and (e);
- (p) Section 85.42, "Retention and access requirements for records";
- (q) Section 85.43, "Enforcement";
- (r) Section 85.44, "Termination for convenience";
- (s) Section 85.51, "Later disallowances and adjustments"; and
- (t) Section 85.52, "Collection of amounts due."

3. Equal Employment Opportunity and Non-Discrimination

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be approved by or provided by the City setting forth the provisions of this nondiscrimination clause.

The following provisions, paragraphs (2) through (7), shall apply when (a) this contract is for construction, demolition, landscaping, or similar activities and the contract amount is greater than TEN THOUSAND DOLLARS (\$10,000).

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, age, ancestry, or national origin.

- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 28, 1965, as amended by Executive Order 11478 of August 8, 1969, Executive Order 12086 of October 5, 1978, and Executive Order 13279 of December 12, 2002, hereafter referred to as Executive Order 11246 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 as amended, and by the rules, regulations and orders of the Secretary of Labor or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clause of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 28, 1965, as amended, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order, unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 28, 1965, as amended so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- 8) Provisions (1) -(7) shall be included in any subcontracts for construction, demolition, landscaping or similar activities over Ten Thousand Dollars (\$10,000).
- 9) If this is a construction, demolition or landscaping contract for Fifty Thousand Dollars (\$50,000) or more, and the Contractor has over fifty (50)

employees, the Contractor shall develop a written affirmative action program. This program shall provide detailed steps to guarantee equal employment opportunity for minority groups, and shall include a table of job classifications. Each contractor shall annually and by March 31 file such employment information on Standard Form 100 (EEO-1).

- 10) The Contractor agrees to abide by all provisions of Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the grounds of race, color, or national origin in any activity receiving Federal financial assistance.
- 11) The Contractor agrees to abide by all provisions of Title VIII of the Civil Rights Act of 1968, which prohibits discrimination on the basis of race, color, religion, sex or national origin in the sale, rental, marketing or financing of housing and which requires affirmative action with regard to fair housing activities.
- (12) The Contractor agrees to abide by all provisions of Section 109 of Title I of the Housing and Community Development Act of 1974, which prohibits discrimination on the grounds of race, color, national origin or sex in any activity funded in whole or part under that Title.
- (13) The Contractor agrees to abide by all provisions of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against otherwise qualified handicapped individuals in any activity receiving Federal financial assistance.
- (14) The Contractor agrees to abide by the provisions of Executive Order 11063, which prohibits discrimination on the basis of race, color, religion, sex or national origin in housing and related facilities provided with Federal financial assistance.
- (15) The Contractor agrees to abide by the provisions of 24 CFR Part 85 Section 85.36(e), which require affirmative steps to assure that small businesses, minority-owned businesses and women-owned businesses are utilized when possible as sources of supplies, equipment, construction and services.

Pursuant to Executive Order 13279 of December 16, 2002, provisions 1-7 of Section 3 shall not apply to a Government contractor or subcontractor that is a religious corporation, association, educational institution, or society, with respect to carrying on by such corporation, association, educational institution, or society of its activities. Such contractors are not exempted or excused from complying with the other requirements contained in Executive Order 11246 as amended.

4. Interests of Members, Officers, or Employees of Contractor, Members of Local Governing Body, or Other Public Officials.

No member, officer, or employee of the Contractor or its designee or agent, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.

5. Requirements for Training, Employment and Business Opportunities

The following requirements shall apply to those projects receiving financial assistance from the United States Department of Housing and Urban Development ("HUD") in amounts exceeding \$200,000 for each such project, and having contracts and/or subcontracts in amounts exceeding \$100,000 for each such contract and/or subcontract.

- (1) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the applicable requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12 U.S.C. 1701U ("Section 3"). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low income and very low income persons who are recipients of HUD assistance for housing and are residents of the project area, and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by such persons residing in the area of the project.
- (2) The parties to this contract will comply with the applicable provision of Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135; and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- (3) The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under Section 3 and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (4) The Contractor will include the provisions of the Section 3 requirements in every subcontract for work in connection with the project and will, at the direction of the City, take appropriate action pursuant to the subcontract upon

finding that the Subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135.

The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR 135 and will not enter into any subcontract unless the Subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- (5) The Contractor will certify that any vacant employment positions, including training positions, that are filled after the Contractor is selected but before the subject contract is executed, with persons other than those to whom the regulations of 24 CFR 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR 135.
- (6) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of HUD issued thereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the City and its successors and assigns. Failure to fulfill these requirements shall subject the City, its Contractors, Subcontractors, and assigns to those sanctions specified in the City's contract with HUD under the Housing and Development Act of 1974, and such sanctions as are specified-by 24 CFR 135. Further, the parties acknowledge and agree that noncompliance with the applicable provisions of Section 3 and the regulations set forth in 24 CFR 135 may result in termination of the subject contract for default, and debarment or suspension from future HUD assisted contracts.

6. Conflict of Interest.

The Contractor agrees to comply with the provisions of the federal conflict of interest regulations set forth in 24 CFR 570.611, 24 CFR 85.36 and OMB Circular A-110, and the provisions of Massachusetts General Laws c.268A (the Conflict of Interest Law). The Contractor shall not act in collusion with any city officer, agent or employee, or any other party, nor shall the contractor agree to job-related gifts, regarding this contract or any other matter in which the City has a direct and substantial interest. The Contractor agrees to incorporate a provision prohibiting such interest in all subcontracts.

7. Nondiscrimination Under Title VI of the Civil Rights Act of 1964.

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto including the regulations under 24 CFR Part 1. In the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Contractor shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex or national origin, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon, and providing that the Contractor and the United States are beneficiaries of and

entitled to enforce such covenant. The Contractor in undertaking its obligation in carrying out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

B. ACCESS TO RECORDS.

The City, the Department of Housing and Urban Development, the Comptroller General of the United States, or their duly authorized representatives, shall, for a period of three (3) years or for such longer periods as may be duly authorized, have access to any books, documents, papers and records of the Contractor, which are pertinent to any matter covered in this Agreement, for the purpose of making audit, examination, excerpt and transcriptions.

C. AUDIT REOUIREMENTS.

Pursuant to the Single Audit Act of 1984, P .L. 98-502 and the Single Audit Act Amendments of 1996, P .L. 104-156 a Contractor expending Five Hundred Thousand Dollars (\$500,000.00) or more in Federal awards in a fiscal year and qualifying as a subrecipient, must satisfy the Federal audit requirements set forth in Office of Management and Budget (OMB) Circular A-133, Revised June 24, 1997, "Audits of States, Local Governments, and Non-Profit Organizations". Such subrecipient will submit a copy of the audit report to the City within the earlier of thirty (30) days after the completion of the audit or nine (9) months after the end of the audit period. All subrecipients must satisfy the records-availability requirements of the above-referenced OMB Circular A-133. This clause shall survive the expiration of this Agreement.

D. COPYRIGHTS AND PATENTS.

1. Copyrights

The Contractor agrees that where any activity performed under this Agreement results in a book or other copyrightable material the Contractor is free to copyright the work, but the City and HUD reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for Government purposes.

2. Patents

The Contractor agrees that if activities performed under this Agreement produce any patentable items, patent rights, processes, or inventions, such fact shall be promptly and fully reported to the City and HUD, and absent an agreement to the contrary, HUD shall determine whether protection on such invention or discovery shall be sought and how the rights in the invention or discovery--including the rights under any patent issued thereon--shall be allocated and administered in order to protect the public interest consistent with "Government Patent Policy".

E. SPECIAL CONSTRUCTION CONTRACT PROVISIONS.

The following requirements shall apply to construction contracts in excess of Two Thousand Dollars (\$2,000).

1. Use of Ineligible Contractors.

The Contractor agrees not to use CDBG funds directly or indirectly to employ, award contracts to or otherwise engage the services of or fund any contractor or subrecipient during any period of debarment, suspension or placement in ineligibility status under Federal regulations.

2. Minimum Wages.

- (1) All mechanics and laborers employed or working upon the site of the work, or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amounts due at time of payment computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics; and that the scale of wages to be paid shall be posted by the Contractor at the site of the work in a prominent place where it can be easily seen by the workers. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv). Also for the purpose of this clause regular contributions made or costs incurred for more than a weekly period under plans, funds or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.
- (2) The contracting officer shall require that any class of laborers or mechanics, including apprentices and trainees, which is not listed in the wage determination and which is to be employed under the contract, shall be classified or reclassified conformable to the wage determination and a report of the action taken shall be sent by the Federal agency to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics (including apprentices and trainees) to be used, the question accompanied by the recommendation of the contracting officer shall be referred to the Secretary for final determination.
- (3) The contracting officer shall require, whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate, the contractor is obligated to establish a cash equivalent thereof. In the event that the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question accompanied by the recommendation of the contracting officer, shall be referred to the Secretary of Labor for determination.

- (4) If the contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this contract: provided, however, the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

3. Withholding.

HUD may withhold or cause to be withheld from the Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices and trainees, employed by the Contractor or any Subcontractor on the work the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentices or trainees, employed or working on the site of the work or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project, all or part of the wages required by the contract, the (Agency) may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

4. Payrolls and Basic Records.

- (1) Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work, or under the United States Housing Act of 1949, in the construction or development of the project. Such records will contain the name and address of each employee, his correct classification, rates of pay (including rates of contributions or costs anticipated of the types described in section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable that the plan or mechanics affected, and records which show the cost anticipated or the actual cost incurred in providing such benefits.
- (2) The Contractor will submit weekly a copy of all payrolls to the U.S. Department of Housing and Urban Development. If the agency is not such a party the Contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to the U.S. Department of Housing and Urban Development. The copy shall be accompanied by a statement signed by the employer or his agent indicating that the wage rates

contained therein are not less than those determined by the Secretary of Labor and that the classification set forth for each laborer or mechanic conform with the work s/he performed. A submission of a "Weekly Statement of Compliance" which is required under this contract and the Copeland regulations of the Secretary of Labor (29 CFR, Part 3) and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor under 29 CFR 5.5(a)(1)(iv) shall satisfy this requirement. The Prime Contractor shall be responsible for the submission of copies of payrolls of all Subcontractors. The Contractor will make the records required under the labor standards clauses of the contract available for inspection by authorized representatives of the U.S. Department of Housing and Urban Development and the Department of Labor, and will permit such representatives to interview employees during working hours on the job.

5. Apprentices

Apprentices will be permitted to work as such only when they are registered individually, under a bona fide apprenticeship program registered with a State apprenticeship agency which is recognized by the Bureau of Apprenticeship and Training, U.S. Department of Labor; or, if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, U.S. Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

Any employees listed on a payroll at an apprentice wage rate, who is not a trainee as defined in subparagraph (9) or is not registered as above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Contractor or Subcontractor will be required to furnish to the contracting officer written evidence of the registration of his program and apprentices as well as of the appropriate ratios and wage rates, for the area of construction prior to using any apprentices of the contract work.

6. Trainees.

Trainees will be permitted to work as such when they are bone fide trainees employed pursuant to a program approved by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, and where subparagraph (10) is applicable.

7. Application of 29 CFR Part 5. Subpart A.

On contracts in excess of \$10,000 the employment of all laborers and mechanics, including apprentices and trainees, as defined in section 5.2(c) shall also be subject to the provisions of Part 5 -Subpart A of this subtitle. Apprentices and trainees shall be hired in accordance with the requirements of Part 5 Subpart A of this subtitle.

8. Compliance with Copland Regulations (29 CFR Part 3).

The Contractor shall comply with the Copeland Regulations (29 CFR Part 3) of the Secretary of Labor which are herein incorporated by reference.

9. Subcontracts.

The Contractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(I) through (5) and (7) and such other clauses as HUD may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

10. Contract Termination: Debarment.

A breach of clauses (1) through (6) may be grounds for termination of the contract, and for debarment as provided in 29 CFR 5.6.

11. Overtime

(1) Overtime Requirements

No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate no less than one and one-half times his basic rate of pay for all hours worked in excess of forty (40) hours in such workweek, as the case may be.

(2) Violation; Liability for Unpaid Wages; Liquidated Damages

In the event of any violation of the clause set forth in subparagraph (1) above, the Contractor and any Subcontractor responsible therefor shall be liable to any affected employee for his/her unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in subparagraph (1) above in the sum of Ten Dollars (\$10) for each calendar day on which such employee was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) above.

(3) Withholding for Unpaid Wages and Liquidated Damages.

The Department of Housing and Urban Development may withhold or cause to be withheld, from any money's payable on account of work performed by the Contractor or Subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) above.

(4) Subcontracts

The Contractor shall insert in any subcontracts the clauses set forth in subparagraphs (1), (2) and (3) of this Paragraph and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

F. WORK HOURS AND SAFETY STANDARDS.

In construction contracts in excess of Two Thousand Dollars (\$2,000) and other contracts in excess of Two Thousand Five Hundred Dollars (\$2,500), the Contractor agrees to comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-33). Under Section 102 of the act, the Contractor is required to compute the wages of every mechanic and laborer on the basis of a standard workday of eight (8) hours and a standard workweek of forty (40) hours. Work in excess of the standard workday or workweek is permissible provided that the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or forty (40) hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies, materials or articles ordinarily available on the open market; contracts for transporting; or contracts for transmission of intelligence.

G. ENVIRONMENTAL CONSIDERATIONS.

I. Flood Disaster Protection.

The Owner of land subject to acquisition or improvement under this contract, and its successors or assigns, are hereby obligated to obtain and maintain, during ownership of the land which is the subject of this contract, such flood insurance as is required with respect to financial assistance for acquisition or construction purposes under section 102(a) of the Flood Disaster Protection Act of 1973. This obligation is binding notwithstanding the fact that construction on the land which is the subject of this

contract is not itself funded out of assistance provided under the Housing and Community Development Act of 1974.

2. Relocation and Acquisition.

The Contractor agrees to comply with the requirements of the City's Anti-Displacement Strategy in connection with any family, individual, business or nonprofit organization that is permanently and involuntarily displaced as a result of activities assisted with Community Development Block Grant or Urban Development Action Grant funds.

The Contractor also agrees to comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 in connection with any real property acquired with Federal funds and the displacement of any family, individual, business, nonprofit organization or farm that results from such acquisition.

3. Compliance with Clean Air Act and Federal Water Pollution Control Act

- (1) The Contractor stipulates that any facility to be utilized in the performance of this contract does not appear on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.10.
- (2) The Contractor agrees to comply with all the requirements of section 114 of the Clean Air Act, as amended, (42 USC 7414) and section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said section 114 and section 308, and all regulations and guidelines issued thereunder.
- (3) The Contractor stipulates that as a condition for the award of this contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- (4) The Contractor agrees that it will include or cause to be included the criteria and requirements in subparagraphs (1) through (3) of this Paragraph in every nonexempt subcontract and that it will take such action as the Government may direct as a means of enforcing such provisions.

4. Lead-Based Paint

The Contractor agrees to comply with the requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992, Title X of the Housing and Community Development Act of 1992 and the implementing regulations at 24 CFR part 35 -- "Lead Based Paint Poisoning Prevention in Certain Residential Structures" which prohibits the use of lead-based paint in residential structures constructed or

rehabilitated with Federal assistance and which establishes procedures to eliminate as far as practicable the hazards of lead-based paint poisoning with respect to any existing housing which may present hazards.

H. DESIGN CONTRACTS.

The Contractor shall comply with Section 504 of the Rehabilitation Act of 1973 and the Uniform Federal Accessibility Standards in the design of any facilities under this contract.

I. RELIGIOUS OR FAITH-BASED ORGANIZATIONS.

The following provisions shall apply to religions or faith-based organizations:

1. Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.
2. A religious organization that participates in the CDBG program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
3. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
4. CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. CDBG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities

under CDBG regulations. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds. Sanctuaries, chapels, or other rooms that a CDBG-funded religious congregations uses as its principal place of worship, however, are ineligible for CDBG-funded improvements. Disposition of real property after the term of the grant, or any change in the use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition.

J. REVERSION OF ASSETS.

(applies only to governmental entities and non-profit organizations)

1. CDBG Funds.

Upon the expiration of this contract, the Contractor shall transfer to the City any CDBG funds on hand and any account receivable attributable to the use of CDBG funds.

2. Real Property.

Any real property under the contractor's control that was acquired or improved in whole or in part with funds from this contract in excess of Twenty-Five Thousand (\$25,000) must (i) be used to meet one of the national objectives identified in 24 CFR 570.901 for at least five (5) years from the expiration of this Contract; or (ii) be disposed of in a manner that results in the city being reimbursed for the current fair market value of the real property less any portion of the value attributable to expenditures, of non-CDBG funds for acquisition of, or improvement to the real property.

K. SUSPENSION AND TERMINATION.

1. For Cause

In accordance with 24 CFR 85.43, the City may suspend or terminate this Contract if the Contractor fails to comply with any term of the award.

2. For Convenience.

In accordance with 24 CFR 85.44, the City and the Contractor may suspend or terminate this contract if both parties agree in writing to the conditions of the suspension or termination.

L. REPORTING REQUIREMENTS

1. Persons Served

The grantee will provide information on persons served, including demographic and income information, in the format specified by the grantor. A minimum of 51% of the persons served must have family incomes of 80% or less of the Boston area median. The income ranges meeting the HUD requirements are posted on the Department of Neighborhood Development website at http://www.cityofboston.gov/dnd/pdfs/HUD_Income_Levels_Rent_Limits.pdf and are adjusted as needed.

2. Other Reporting Requirements

The grantee may be required to provide information on persons employed using funding from the grantor. The information will be provided on the forms supplied by the grantor.

M. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

1. Federal Registrations

Grantee is required to obtain a valid Data Universal Numbering System (DUNS) number and report it to the City. A DUNS number can be obtained at www.dnb.com. As part of the 2006 Federal Funding Accountability and Transparency Act (FFATA), subrecipients receiving \$25,000 or more in federal funding on or after October 1, 2010 are required to register with the Central Contractor Registry (CCR) which can be done at www.ccr.gov and provide the CCR number to the City. CCR registrations expire after one year and must be renewed annually. Additionally, subrecipient must obtain a federal identification number (FID) and provide it to the City.

2. Reporting

To comply with the 2006 Federal Funding Accountability and Transparency Act (FFATA), Subrecipient agrees to provide any and all data necessary to the City for the City to report this information to the FFATA Subaward Reporting System (FSRS).



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

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

AUDITING	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	PRINT NAME	TITLE
DATE	TITLE	DATE
	DATE	

CERTIFICATE OF AUTHORITY
(For Corporations Only)

(Current Date)

At a meeting of the Directors of the _____
(Name of Corporation)
duly called and held at _____
(Location of Meeting)
on the _____ day of _____ 20 _____ at which a quorum was present and acting,
it was VOTED, that _____
(Name)
the _____ of this corporation is hereby
(Position)
authorized and empowered to make, enter into, sign, seal and deliver in behalf of this corporation
a contract for _____
(Describe Service)

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

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

(Name)
is the duly elected _____ of this
(Position)
corporation.

Attest:

(Affix Corporate Seal Here)

(Clerk) (Secretary) of the Corporation

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

CITY OF BOSTON
CONTRACTOR CERTIFICATION

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

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

in accordance with the terms of the accompanying contract documents.

B. The Contractor is a/an:

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

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

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

Corporation is incorporated in the State of: _____

President is _____

Treasurer is _____

Place of business is _____
(Street)

(City, State and Zip Code)

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

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

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

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

5. If the business is conducted under any title other than the real name of the owner, state the time when, and place where, the certificate required by General Laws, c.110, §5, was filed:

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

*If individual, use Social Security Number: _____

Contractor: _____

By: _____
(Sign Here)

Title: _____

Business Address: _____
(Street)

(City, State and Zip Code)

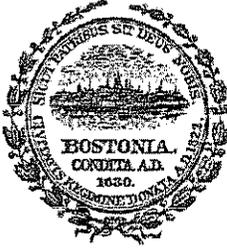
NOTE: This statement must bear the signature of the contractor.

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 JULY 2012
THIS FORM IS VOID AND WITHOUT LEGAL EFFECT IF ALTERED IN ANY WAY

(PUB JULY 2012)



CITY OF BOSTON JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION • (617) 918-5259

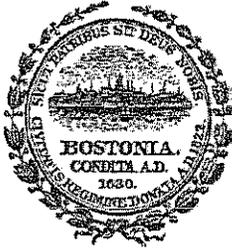
NOTICE TO VENDORS

Requirements Of The Boston Jobs And Living Wage Ordinance

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

- 1. COVERED VENDOR:** Any for-profit or not-for-profit employer who employs at least 25 full-time equivalents (FTE) who has been awarded a Service Contract of \$25,000 or more from the City of Boston must comply with the provisions of the Boston Jobs And Living Wage Ordinance. FTE is defined in the Ordinance as a formula to calculate the number of employee work hours which equal one full-time position. For the purposes of this Ordinance, full time shall mean the standard number of working hours, between 35 hours and 40 hours per week that is used by the Covered Vendor to determine full-time employment.
- 2. COVERED SUBCONTRACTOR:** Any Subcontractor who is awarded a Subcontract of \$25,000 or more from a Covered Vendor and the Subcontract is paid from the funds of the City of Boston service contract, must comply with the provisions of the Boston Jobs And Living Wage Ordinance.
- 3. AFFIDAVIT AND AGREEMENT REQUIRED:** All vendors proceeding with IFBs, RFPs or Unadvertised Contracts for \$25,000 or more, must file a **VENDORS LIVING WAGE AFFIDAVIT**, (Form LW-8), and the **COVERED VENDORS LIVING WAGE AGREEMENT**, (Form LW-2) at the time a Covered Vendor is awarded a Service Contract or signs an unadvertised Service Contract with the City of Boston.
- 4. PAYMENT OF LIVING WAGE:** Covered Vendors subject to the Ordinance must pay the *Living Wage*, which is currently \$13.10 per hour to all employees who expend time on a Service Contract of a Covered Vendor or Covered Subcontractor. The *Living Wage* is subject to an annual adjustment and will increase to \$13.49 on July 1, 2012.
- 5. MAINTENANCE OF PAYROLL RECORDS:** Each Covered Vendor shall maintain payrolls for all Covered Employees and basic records relating thereto for a period of three years. The records shall contain the name and address of each employee, job title and classification, number of hours worked each day, gross wages, deductions made, actual wages paid, a copy of the social security returns, and evidence of payment thereof, a record of fringe benefit payments including contributions to approved plans, funds or programs and/or additional cash payments, and such other data as may be required by the Living Wage Division from time to time.
- 6. EXAMINATION OF PAYROLL RECORDS:** Each Covered Vendor shall permit the Living Wage Administrator or his/her designee to observe work being performed upon the work site, to interview employees and to examine the books and records relating to the payrolls being investigated.

7. **COVERED EMPLOYEE FACT SHEET (FORM LW-4) AND POSTER:** All Covered Vendors shall provide each Covered Employee with a *Covered Employee Living Wage Fact Sheet (Form LW-4)* containing information about the Ordinance. In addition, all Covered Vendors shall hang a poster containing information about the Ordinance in a conspicuous location visible to all employees. The Living Wage Administrator shall provide the fact sheet and poster to Covered Vendors.
8. **QUARTERLY AND BIENNIAL REPORTS (FORMS LW-9, LW-9A):** Covered Vendors shall provide Quarterly or Biannual reports to the Living Wage Administrator of their employment activities. Not-for-profit vendors with 50 or more FTEs and all for-profit vendors shall be required to provide such reports quarterly. Not-for-profit vendors with less than 50 FTEs shall be required to provide such reports biannually.
9. **IMPORTANT TAX INFORMATION/EARNED INCOME CREDIT:** Certain employees who earn less than \$50,000 per year **may** be eligible for certain federal and/or state tax credits called the **EARNED INCOME CREDIT**. Your payroll clerk is required to keep on hand the appropriate Internal Revenue Service forms, (Federal Form W5), information and instructions in the event any of your employees requests assistance in this matter.
10. **PENALTIES AND REMEDIES:** In the event the Director of the Living Wage Division determines, after notice and hearing, that any Covered Vendor has failed to pay the Living Wage or has otherwise violated the provisions of the Ordinance, the Director may order any or all of the following penalties and relief:
 - Fines in the amount of \$300 for each Covered Employee for each day that the Covered Vendor is in violation of this Ordinance;
 - The filing of a complaint with the pertinent State or Federal agency;
 - Wage restitution for each affected employee;
 - Suspension of ongoing contracts and subcontract payments; and
 - Ineligibility for future Contracts with the City for three years or until all penalties and restitution have been paid in full.
 - Any other action deemed appropriate and within the discretion and authority of the city.
 - None of the above remedies is intended to be exclusive or a prerequisite for asserting a claim for relief to enforce the right granted under the Ordinance in a court of law. The Ordinance shall not be construed to limit an employee's right to initiate a court action for wrongful termination.
11. **FIRST SOURCE HIRING AGREEMENT (FORM LW-10):** All Covered Vendors and Covered Subcontractors who are awarded a contract shall sign a First Source Hiring Agreement (Form LW-10) with one or more Referral Agencies or One Stop Career Centers.
12. **DESIGNATED DEPARTMENT:** For the purposes of the Ordinance, The Living Wage Division of the Office of Jobs and Community Services is the City's Designated Department responsible for overall implementation, compliance and enforcement. The *Contracting Department* is the agency awarding the service contract. The Living Wage Division is located at 43 Hawkins Street, Boston, MA 02114, telephone: (617) 918-5259 or fax: (617) 918-5299. Any questions concerning the Ordinance, Regulations, or the current *Living Wage* amount, should be referred to the Living Wage Administrator.
13. **REGULATIONS:** The Jobs and Living Wage Regulations are available during normal business hours at the Office of the Living Wage Division.



CITY OF BOSTON JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION • (617) 918-5259

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	< \$13.49 p/h	\$13.49 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

COVERED EMPLOYEE LIVING WAGE FACT SHEET

Covered Vendors shall provide each Covered Employee with a copy of this fact sheet.

- 1. COVERED VENDOR:** Any for-profit or any not-for-profit employer who employs at least 25 full-time equivalents (FTE) who has been awarded a Service Contract of \$25,000 or more from the City of Boston must comply with the provisions of the Boston Jobs And Living Wage Ordinance. FTE is defined in the Boston Jobs And Living Wage Ordinance as a formula to calculate the number of employee work hours which equal one full-time position. For the purposes of this Ordinance, full time shall mean the standard number of working hours, between 35 hours and 40 hours per week that is used by the Covered Vendor to determine full time employment.
- 2. COVERED SUBCONTRACTOR:** Any subcontractor who is awarded a subcontract of \$25,000 or more from a Covered Vendor and the subcontract is paid from the funds of the City of Boston service contract must comply with the provisions of the Boston Jobs And Living Wage Ordinance.
- 3. LIVING WAGE:** As of July 1, 2012 the *Living Wage* is **\$13.49 per hour** for all employees who expend time on a Service Contract awarded by the City or the Subcontract awarded from the Service Contract. The *Living Wage* is subject to adjustment on July 1 of each year.
- 4. OFFICE OF JOBS AND COMMUNITY SERVICES CONTACT:** All complaints and inquiries regarding the Boston Jobs And Living Wage Ordinance shall be directed to:

Living Wage Administrator
Living Wage Division
Office Of Jobs And Community Services
43 Hawkins Street
Boston Ma 02114
Phone: (617) 918-5259

- 5. COVERED EMPLOYEE COMPLAINTS:** A person or an employee who believes that he or she is a Covered Employee or a person who is an applicant for a position to be filled by a Covered Employee and believes that his or her employer is not complying with requirements of the Boston Jobs And Living Wage Ordinance applicable to the employee, may file a Covered Employee Complaint (Form LW-3) with the Living Wage Division. Complaints by Covered Employees of alleged

violations may be made at any time. Statements written or oral, made by an employee, shall be treated as confidential and shall not be disclosed to the Covered Vendor without the consent of the employee.

- 6. DISCRIMINATION AND RETALIATION AGAINST COVERED EMPLOYEES:** If a Covered Vendor discharges; reduces the compensation of; or discriminates against any Covered employee or any other person for making a complaint to the Living Wage Division, otherwise asserting his or her rights under the Boston Jobs And Living Wage Ordinance, participating in any of its proceedings, or using any civil remedies to enforce his or her rights under the Ordinance, the Covered Vendor shall be considered in violation of the Ordinance. The Living Wage Division shall investigate allegations of retaliation or discrimination.
- 7. PENALTIES AND REMEDIES:** In the event that the Office Of Jobs And Community Services determines, after notice and hearing, that any Covered Vendor has failed to pay the Living Wage rate or has otherwise violated the provisions of this Ordinance, the Office Of Jobs And Community Services may order any or all of the following penalties and relief:
- Fines in the amount of \$300 for each Covered Employee for each day that the Covered Vendor is in violation of this ordinance;
 - The filing of a complaint with the pertinent State or Federal agency;
 - Wage restitution for each affected employee;
 - Suspension of ongoing contracts and subcontract payments; and
 - Ineligibility for future Contracts with the City for three years or until all penalties and restitution have been paid in full.
 - Any other action deemed appropriate and within the discretion and authority of the city.
 - None of the above remedies is intended to be exclusive or a prerequisite for asserting a claim for relief to enforce the right granted under the Living Wage Ordinance in a court of law. The Boston Jobs And Living Wage Ordinance shall not be construed to limit an employee's right to initiate a court action for wrongful termination.
- 8. IMPORTANT TAX INFORMATION/EARNED INCOME CREDIT:** Certain employees who earn less than \$50,000 per year may be eligible for certain federal and/or state tax credits called **EARNED INCOME CREDIT**. Your employer's payroll clerk is required to keep on hand the appropriate Internal Revenue Service forms, (Federal Form W5), information and instructions in the event you request assistance in this matter. For more information, call the IRS at 1(800) TAX-1040.
- 9. LIVING WAGE ADVISORY COMMITTEE:** The Boston Jobs And Living Wage Ordinance is overseen by a Living Wage Advisory Committee which meets quarterly. If you have any questions about this Ordinance, contact your employee representatives, Greater Boston Legal Services, Employment Law Unit at 617-603-1810 or the Greater Boston Labor Council at 617-723-2370 or New England United for Justice at 617-265-7100.



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 \$13.49 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: _____

File #: _____



CITY OF BOSTON JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION • (617) 918-5259

COVERED VENDORS QUARTERLY REPORT

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, Living Wage Division of the Office Of Jobs And Community Services, telephone: (617) 918-5259, facsimile: (617) 918- 5299, or your Contracting Department.

The Boston Jobs and Living Wage Ordinance requires not-for-profit Covered Vendors with 50 or more FTEs and all for-profit Covered Vendors to provide quarterly reports of their employment activities to the Living Wage Division including:

PART 1: CONTRACT #: _____

PART 2: REPORTING PERIOD:

Please check the time period for which you are making this report:

- | | | | |
|--------------------------|-------------------|--------------------------|-------------------|
| <input type="checkbox"/> | Jan. 1 - March 31 | <input type="checkbox"/> | April 1 – June 30 |
| <input type="checkbox"/> | July 1 - Sept. 30 | <input type="checkbox"/> | Oct. 1 - Dec. 31 |

Year: _____

The Quarterly Report must be filed with the Living Wage Division of the Office Of Jobs And Community Services within 15 days of the end of each reporting period.

PART 3: COVERED VENDOR (OR SUBCONTRACTOR) INFORMATION:

Name of Vendor: _____

Contact Person: _____

Address: _____
Street City Zip

Telephone #: _____ Fax #: _____

E-mail Address: _____

PART 4: CONTRACT INFORMATION:

Contracting Agency: _____

Contract #: _____

Description of services provided under this contract or Name of Project:
(Please attach a 8 1/2 x 11 sheet if additional detail is needed)

PART 5: JOB POSITIONS CHARGED TO THE CONTRACT:

List all job titles of Covered Employees, i.e., personnel assigned to do any part of the work under above-named City of Boston Contract. List the number of employees next to each job title in the appropriate wage range:

JOB TITLE	< \$13.49 p/h	\$13.49 p/h- \$15.00 p/h	\$15.01 p/h- \$20.00 p/h	> \$20.01 p/h

PART 6: ADDITIONAL INFORMATION:

Total number of Covered Employees: _____

Number of Covered Employees who are Boston residents: _____

Number of Covered Employees who are Minorities: _____

Number of Covered Employees who are Women: _____

PART 7: SIGNATURE (An owner or officer of the Vendor must sign this Report.)

I certify the above information is correct and within my personal knowledge.

Signed under the pains and penalties of perjury:

PRINT NAME

DATE

SIGNATURE

JOB TITLE

PART 4: CONTRACT INFORMATION:

Contracting Agency: _____

Contract #: _____

Description of services provided under this contract or Name of Project:
(Please attach a 8 1/2 x 11 sheet if additional detail is needed)

PART 5: JOB POSITIONS CHARGED TO THE CONTRACT:

List all job titles of Covered Employees, i.e., personnel assigned to do any part of the work under above-named City of Boston Contract. List the number of employees next to each job title in the appropriate wage range:

JOB TITLE	< \$13.49 p/h	\$13.49 p/h- \$15.00 p/h	\$15.01 p/h- \$20.00 p/h	> \$20.01 p/h

PART 6: ADDITIONAL INFORMATION:

Total number of Covered Employees: _____

Number of Covered Employees who are Boston residents: _____

Number of Covered Employees who are Minorities: _____

Number of Covered Employees who are Women: _____

PART 7: SIGNATURE (An owner or officer of the Vendor must sign this Report.)

I certify the above information is correct and within my personal knowledge.

Signed under the pains and penalties of perjury:

PRINT NAME

DATE

SIGNATURE

JOB TITLE



CITY OF BOSTON JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION • (617) 918-5259

FIRST SOURCE HIRING AGREEMENT Covered Vendors and Subcontractors

Under the Boston Jobs and Living Wage Ordinance and Regulations, all Covered Vendors and Subcontractors (hereinafter referred to as "the Employer" for the purposes of this Agreement) are required to sign a First Source Hiring Agreement with a Referral Agency or Boston One-Stop Career Center (An Employer may sign additional First Source Hiring Agreements with as many Referral Agencies or Boston One-Stop Career Centers as it chooses). For a complete list of approved Referral Agencies and Boston One Stop-Career Centers, see Form LW-10A.

INSTRUCTIONS FOR COVERED VENDORS AND SUBCONTRACTORS: You are not required to complete this form until after your Service Contract or Service Subcontract has been executed. After your Assistance documents are executed, you are required to do the following:

1. Complete the portions of this agreement that are applicable to you (Parts 1,2 and 5A)
2. Within five (5) business days after your Assistance documents are executed, deliver this agreement (or fax) to a **REFERRAL AGENCY OR BOSTON ONE-STOP CAREER CENTER** of your choice.

INSTRUCTIONS FOR REFERRAL AGENCIES AND BOSTON ONE-STOP CAREER CENTERS: Upon receipt of this Agreement, you are required to do the following:

1. An authorized person of the Referral Agency or Career Center must complete Part 3 of this Form and sign the Agreement in Part 5B.
2. Submit this Agreement within two (2) days of receipt to:

**LIVING WAGE ADMINISTRATOR
LIVING WAGE DIVISION
OFFICE OF JOBS AND COMMUNITY SERVICE
43 HAWKINS STREET
BOSTON, MASSACHUSETTS 02114**

NOTE: All parties to this Agreement should carefully read **Part 4: AGREEMENT OF PARTIES** If you have any questions telephone the Living Wage Administrator at (617) 918-5259.

Part 1: EMPLOYER INFORMATION:

Name of Employer: _____

Contact Person: _____

Address: _____
Street City Zip

Telephone #: _____ Fax #: _____

E-Mail Address: _____

Part 2: NAME AND IDENTIFICATION NUMBER OF THE PROGRAM OR PROJECT UNDER WHICH THE SERVICE CONTRACT OR SERVICE SUBCONTRACT WAS AWARDED:_____
_____**Part 3: REFERRAL AGENCY OR BOSTON ONE-STOP CAREER CENTER INFORMATION:**

Agency Name: _____

Contact Person: _____

Address _____
Street City Zip

Telephone #: _____ Fax #: _____

E-Mail Address _____

Part 4: AGREEMENT OF PARTIES

The Employer and the Referral Agency or Boston One Stop Career Center signing this agreement agree to the following terms and conditions:

1. Prior to announcing or advertising an employment position for work which shall be performed as a result of a Service Contract or Service Subcontract created either as a result of a vacancy of an existing position or of a new employment position, the Employer shall notify the Referral Agency and/or Career Center about the position, including a general description and the Employer's minimum requirements for qualified applicants for such position. The notification shall also contain the words: **BOSTON JOBS AND LIVING WAGE ORDINANCE POSTING**, prominently displayed at the top of the first page of the notification.

2. The Employer shall not make such public announcement or advertisement for a period of five (5) business days after notification to the Referral Agency and/or Career Center of the availability of such position. Such five (5) day period is hereinafter referred to as the *Advance Notice Period*. The Referral Agency or Career Center may make public announcements or advertisements of the job position at any time. Any posting, public announcement or advertisement shall clearly state that only Boston residents may be referred for such job opportunities during the Advance Notice Period.
3. The Referral Agency or Career Center shall post any **BOSTON JOBS AND LIVING WAVE ORDINANCE JOB OPPORTUNITY NOTICE** within the first business day after receipt of the Notification from the Employer in a prominent location for a period of at least the five (5) business days. (*Advance Notice Period*). The Referral Agency or Career Center shall provide information on such job opportunities to all Boston residents who receive services. The Referral Agency or Career Center may refer qualified candidates to the Employer. The Referral Agency or Career Center shall maintain a database of such job opportunities.
4. The *Advance Notice Period* shall be waived if the Referral Agency and/or Career Center has no qualified candidates to refer to the Employer.
5. The Referral Agency or Career Center shall institute a tracking system and record the job postings referred by Employers, the number of applicants referred to jobs during the *Advance Notice Period*, which applicants were interviewed, which applicants were not interviewed, and which applicants were hired for the positions or any other information deemed relevant by the Living Wage Administrator. The Referral Agency or Career Center shall forward this information to the Living Wage Administrator, monthly, in a manner prescribed by the Living Wage Administrator.
6. The Agreement does not require the Employer to comply with these procedures if it fills the job vacancy or newly-created position by transfer or promotion from existing staff or from a file of qualified applicants previously referred to the Employer by the Referral Agency and/or Career Center.
7. The Agreement shall not require the Employer to hire any applicant referred under the terms of this Agreement.
8. This Agreement covers the term of the Service Contract or Subcontract.

PART 5: SIGNATURES

An owner or officer of the Employer as well as the Referral Agency or Boston One Stop Career Center must sign this Agreement.

A. SIGNATURE

On behalf of _____ (Employer), I agree to comply with the terms and conditions of this First Source Hiring Agreement.

_____	_____
PRINT/TYPE NAME	JOB TITLE
_____	_____
SIGNATURE	DATE

B. REFERRAL AGENCY OR BOSTON ONE STOP CAREER CENTER AUTHORIZED SIGNATURE

On behalf of the REFERRAL AGENCY OR BOSTON ONE-STOP CAREER CENTER named in Part 3 of this Agreement, I agree to provide services in accordance with the terms and conditions of this First Source Hiring Agreement

_____	_____
PRINT/TYPE NAME	JOB TITLE
_____	_____
SIGNATURE	DATE



CITY OF BOSTON JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION • (617) 918-5259

CERTIFIED REFERRAL AGENCIES AND BOSTON ONE-STOP CAREER CENTERS

All Covered Vendors and Beneficiaries of Assistance shall sign a First Source Hiring Agreement with one or more Referral Agencies or one or more Boston One Stop Career Centers. Please note that the following entities have been certified by the Living Wage Division of the Office of Jobs and Community Services to meet the First Source Hiring Agreement Requirements of the Boston Jobs And Living Wage Ordinance.

BOSTON CAREER LINK

c/o Morgan Memorial
1010 Harrison Avenue
Boston, MA 02119
TEL: (617) 536-1888
FAX: (617) 536-1987
TTY: (617) 867-4687
Contact: Stella Mereves x 788

SOUTH BOSTON RESOURCE CENTER

489 East Broadway
South Boston, MA 02127
TEL: (617) 635-0771
FAX: (617) 635-0775
Contact: Edward Downs

JOBNET

210 South Street
Boston, MA 02111
TEL: (617) 338-0809
FAX: (617) 338-2050
TTY: (617) 338-4311
Contact: Ed Crognalo x 215

ROXBURY EMPLOYMENT RESOURCE CENTER

2201 Washington Street
Roxbury, MA 02119
TEL: (617) 989-9100
FAX: (617) 989-9125
Contact: Alan Gentle x162

THE WORKPLACE

29 Winter Street, 4th Fl
Boston, MA 02111
TEL: (617) 737-0093
FAX: (617) 428-0380
TTY: (617) 428-0390
Contact: Debra Garrett x 118

ALLSTON BRIGHTON RESOURCE CENTER

367 Western Avenue
Brighton, MA 02135
TEL: (617) 562-5734
FAX: (617) 562-5737
Contact: Cathy Snedeker

4-7 CORI SCREENING BY VENDORS OF THE CITY OF BOSTON.

4-7.1 Purpose.

These sections are intended to ensure that the persons and businesses supplying goods and/or services to the City of Boston deploy fair policies relating to the screening and identification of persons with criminal backgrounds through the CORI system.

4-7.2 Definitions.

Unless specifically indicated otherwise, these definitions shall apply and control in CBC 4-7.

Applicant means any current or prospective employee, licensee, or volunteer and includes all persons included in 803 CMR 2.03.

Awarding authority means any department, agency, or office of the City of Boston that purchases goods and/or services from a vendor.

CHSB means the Criminal History Systems Board defined in MGL c6 and 803CMR 2.00.

City means the City of Boston or department, agency, or office thereof.

Otherwise qualified means any applicant that meets all other criteria for a position or consideration for a position.

Vendor means any vendor, contractor, or supplier of goods and/or services to the City of Boston.

4-7.3 CORI-Related Standards of the City of Boston.

The City of Boston will do business only with vendors that have adopted and employ CORI-related policies, practices, and standards that are consistent with City standards.

The City of Boston employs CORI-related policies and practices that are fair to all persons involved and seeks to do business with vendors that have substantially similar policies and practices. The awarding authority shall review all vendors' CORI policies for consistency with City standards. The awarding authority shall consider all vendors' CORI standards as part of the criteria to be evaluated in the awarding of a contract and will consider a vendor's execution of the CORI standards to be evaluated among the performance criteria of a contract. The awarding authority shall consider any vendor's deviation from the CORI standards as grounds for rejection, rescission, revocation, or any other termination of the contract.

The CORI-related policies and practices of the City include, but are not limited to:

- a. The City does not conduct a CORI check on an applicant unless a CORI check is required by law or the City has made a good faith determination that the relevant position is of such sensitivity that a CORI report is warranted.
- b. The City reviews the qualifications of an applicant and determines that an applicant is otherwise qualified for the relevant position before the City conducts a CORI check. The City does not conduct a CORI check for an applicant that is not otherwise qualified for a relevant position.
- c. If the City 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 City contains other information (i.e. cases disposed favorably for the applicant such as not guilty, dismissal) then the City informs the applicant and provides the applicant with a copy of CHSB's information for the applicant to pursue correction.
- d. When the City receives a proper CORI report of an applicant that contains only the CORI information that the City is authorized to receive and the City is inclined to refuse, rescind, or revoke the offer of a position to an applicant then the City fully 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 City, informing the applicant of the specific parts of the CORI report that concern the City, providing an opportunity for the applicant to discuss the CORI report with the City 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.
- e. The City makes final employment-related decisions based on all of the information available to the City, including the seriousness of the crime(s), the relevance of the crime(s), the number of 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 City is adverse to the applicant and results in the refusal, rescission, or revocation of a position with the City then the City promptly notifies the applicant of the decision and the specific reason(s) therefor.

4-7.4 Waiver.

Under exigent circumstances, an awarding authority, by its highest ranking member, may grant a waiver of CBC 4-7.3 on a contract-by-contract basis and shall submit a written record of the waiver to the Office of Civil Rights and to the Boston City Council's Staff Director who shall provide a copy to each and every City Councilor. The written record shall include, but not be limited to, (a) a summary of the terms of the contract, (b) the details of the vendor's failure or refusal to conform with the City's CORI-related standards, and (c) a brief analysis of the exigency causing the grant of waiver.

No waiver may be considered perfected unless the awarding authority fully complies with the provisions of this sub-section.

4-7.5 Data Collection and Report.

Any awarding authority, vendor, applicant, or other interested party may contact the Office of Civil Rights to report any problems, concerns, or suggestions regarding the implementation, compliance, and impacts of these sections, and the Office of Civil Rights shall log every comment received with a summary of the comment and shall keep on file any written comments. Subsequent to logging any comment, the Office of Civil Rights may refer a complaint to the CHSB and shall notify the relevant awarding authority. The Office of Civil Rights shall prepare a written report including, but not limited to, a summary of the granted waivers, a summary of any feedback regarding CORI-related policies and/or practices, and any other information or analysis deemed noteworthy by the Director of the Office of Civil Rights. The Office of Civil Rights shall file the report with the Boston City Council via the Boston City Clerk every six (6) months from the implementation date of these sections.

4-7.6 Applicability.

If any provision of these sections imposes greater restrictions or obligations than those imposed by any other general law, special law, regulation, rule, ordinance, order, or policy then the provisions of these sections shall control.

4-7.7 Regulatory Authority.

The Office of Civil Rights shall have the authority to promulgate rules and regulations necessary to implement and enforce these sections and may promulgate a form of the affidavit.

4-7.8 Severability.

If any provision of these sections shall be held to be invalid by a court of competent jurisdiction, then such provision shall be considered separately and apart from the remaining provisions, which shall remain in full force and effect.

4-7.9 Implementation.

The provisions of these sections shall be effective on July 1, 2006.

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.

APPROVED AS TO FORM BY CORPORATION COUNSEL MAY 9, 2006

(PUB 2012)

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.

APPROVED AS TO FORM BY CORPORATION COUNSEL MAY 9, 2006

(PUB July 2012)