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MAYOR OF BOSTON

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COMMISSIONER BOSTON TRANSPORTATION DEPARTMENT

REQUEST FOR PROPOSALS FOR
DESIGN SERVICES FOR SELECTED PROJECTS FROM THE CENTRE AND SOUTH
STREETS TRANSPORTATION ACTION PLAN

OCTOBER 21, 2013

CITY OF BOSTON
TRANSPORTATION DEPARTMENT

Request for Proposals for the Following Services

DESIGN SERVICES FOR SELECTED PROJECTS FROM THE CENTRE AND SOUTH STREETS
TRANSPORTATION ACTION PLAN

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PLEASE NOTE:

The Department respectfully asks Bidders to submit a signed CM-10 form.

Attachment: Vendor Information Form (PeopleSoft). This form is required of all vendors who have not done business with the City of Boston in the last year.

SECTION 1.0

NOTICE TO PROPOSERS

Request for Proposals for Design Services for Selected Projects from the Centre South Streets Transportation Action Plan

The City of Boston (“the City”), acting through its Commissioner of Transportation, requests proposals from interested and qualified firms for providing design and engineering services for selected projects from the Centre and South Street Action Plan, and as set forth in the Request for Proposals documents.

The Request for Proposals (“RFP”) may be obtained on or after **Monday, October 21, 2013 at 10:00 a.m. Eastern Standard Time (“EST”)** from the City of Boston Transportation Department, Boston City Hall – Room 721, Boston, or by e-mailing rachel.szakmary@cityofboston.gov. The RFP shall be available until **5:00 p.m., EST, Friday, November 1, 2013**. Proposals shall be due at **12:00 Noon, EST, Tuesday, November 5, 2013** at the Boston Transportation Department, Boston City Hall – Room 721, Boston, Massachusetts 02201. Proposal documents should be submitted as follows: one (1) signed un-bound original and three (3) copies. Price and non-price proposals must be submitted separately, sealed, and clearly marked. Late proposals will not be accepted.

The City of Boston reserves the right to waive any defects or informalities, to accept or reject any and all proposals, or any part or parts thereof, and to award a contract in the best interests of the City. The award of a contract shall be based upon a determination by the City of the most advantageous proposal from a responsible and responsive proposer taking into consideration the evaluation criteria set forth in the RFP.

The term of the contract resulting from this RFP shall be for approximately three (3) years.

The award of this contract shall be subject to appropriation and to the approval of the Mayor of Boston.

Thomas J. Tinlin, Commissioner
Boston Transportation Department

October 21 and 28, 2013

SECTION 2.0

PROPOSAL SUBMISSION PROCESS

Note: failure to read and follow instructions carefully may result in proposal rejection.

1. RFP Timeline

| | |
|--|--|
| <i>Monday, October 21, 2013 10:00 am EST</i> | <i>RFP made available to interested vendors</i> |
| <i>Tuesday, October 29, 2013 5:00 pm EST</i> | <i>Deadline to Submit Written Question. Vendors are encouraged to submit question well before this deadline.</i> |
| <i>Friday, November 1, 2013 5:00 pm EST</i> | <i>Deadline for picking up RFP</i> |
| <i>Thursday, October 31, 2013 5:00 pm</i> | <i>Final date to respond to Written Questions. Answers will be provided as questions are received and distributed to those vendors on record as having received the RFP.</i> |
| <i>Tuesday November 5, 2013 12:00 pm EST</i> | <i>Proposals Due ("Submission Deadline")</i> |

2. Proposal Submission

- A. Proposal must be delivered by the Submission Deadline indicated above to: City of Boston Transportation Department, Room 721, Boston City Hall, Boston, MA 02201.
- B. Proposals must be provided in TWO (2) SEPARATE SEALED Envelopes:
- (1.) Original NON-PRICE PROPOSAL in sealed envelope with:
- *Absolutely NO reference to price.*
 - *Clearly labeled on outside: "Non-Price Proposal" with Vendor Name*
- (2.) Original PRICE PROPOSAL FORM in SEPARATE sealed envelope:
- *Clearly labeled on outside: "Price Proposal" with vendor name.*
- C. Any questions regarding the RFP process must be sent by e-mail to Vineet Gupta at vineet.gupta@cityofboston.gov. Responses to pertinent questions will be distributed in writing to each person on record as receiving a RFP. Any other communication regarding the RFP is prohibited.
- D. Any supplemental amendments or addenda to the RFP will be provided to each person on record as having received an RFP, and will become part of the RFP requirements.
- E. Proposers are advised that the City is a public entity and its records, including statements submitted in response to RFP's, are public records, unless specifically exempted under M.G.L. Ch. 4, S.7, clause 26. The content of all proposals shall remain confidential until proposals are opened after the Submission Deadline.
- F. By submitting a proposal, a proposer represents that it has fully informed itself regarding all RFP and City contract terms and conditions.
- G. The City accepts no financial responsibility for costs incurred by any proposer in responding to the RFP.
- H. After the opening of proposals, a proposer may not change any provision of its proposal, although the Official may waive minor deviations that do not impact substance.
- I. The Official or her designee reserves the right to accept or reject in whole or in part any or all responses, to waive any informality of the RFP process, or to cancel the RFP, all as in her sole judgment is deemed to be in the City's best interest. The City shall be the sole judge as to which proposal is most advantageous to the City, taking into consideration both price and qualitative evaluation criteria.

SECTION 3

SCOPE OF SERVICES

The City of Boston, acting through the Commissioner of the Boston Transportation Department (the Department or BTD), invites proposals from qualified consultants (the Consultant) to provide engineering, landscape design, urban design and survey services to prepare plans, specifications, estimates, construction bid documents, and construction phase services related to the reconstruction of selected projects from the Centre and South Streets Streetscape and Transportation Action Plan (Action Plan) in Jamaica Plain and related tasks. The Action Plan can be viewed and downloaded from: <http://bostoncompletestreets.org/projects/centre-and-south-streets-jamaica-plain/>

The Consultant shall develop Conceptual Designs based on the information gathered, community input received, and schematic plans developed during the development of the Action Plan encompassing the areas of Monument Square, Hyde Square and the corridor between Hyde Park and Jackson Square. The Consultant shall advance the Conceptual design plans to 100% bid documents for construction. The work will be developed in in close coordination with the MBTA, specifically their Key Bus Routes Initiative. The construction contract will be advertised by the Boston Public Works Department (BPWD).

Related services will be primarily the study of and the annual dismantling, storage and reinstallation of the existing Parklets at Centre Street and at Tremont Street in Mission Hill.

I. INTRODUCTION

Centre and South Streets form Jamaica Plain's primary small-business and community facilities spine. The Action Plan proposes a vision to sustain and enhance the corridor's unique identity and details streetscape guidelines to inform future public and private projects. New concept designs are proposed for Monument Square, Hyde Square and the Mozart Park area to widen sidewalks, create shorter crosswalks, address congestion, introduce greenery and highlight historic monuments and public art. A key early action was the implementation of bikeway facilities along the entire corridor in Fall 2010.

II. FUNDING AND STANDARDS

This contract is funded through the City of Boston's Capital Plan. It is estimated that approximately \$370,000 will be required to develop a 100% design and bid documents for the concept designs inclusive of contingencies and \$30,000 for the Parklet related services. Bidders to this RFP should take that estimated cost as a guide, understanding that the City of Boston will negotiate a final contract with the winning bidder independent of this estimated cost.

This contract is being administered by the City of Boston, in order to maintain consistency, all design work must comply with the Boston Complete Streets Design Guidelines and BPWD construction drawing standards.

III. PROJECT ADMINISTRATION

The project is being administered by BTD in collaboration with additional city agencies including:

- Boston Public Works Department (BPWD)
- Boston Redevelopment Authority (BRA)
- Boston Bikes
- Boston Parks and Recreation Department

- Mayor's Office of New Urban Mechanics
- Mayor's Office of Neighborhood Services
- Public Property and Street Furniture Program
- Office of Budget Management
- Department of Innovation and Technology
- Boston Water & Sewer Commission
- Boston Fire Department
- Commission for Persons with Disabilities
- Mayor's Office of Environment and Energy
- Boston Environment Department
- Boston Landmarks Commission
- Mayor's Office of Arts, Tourism and Special Events.

Project Management will be provided by the BTM in coordination with BPWD. The Director of Policy and Planning or designated BTM project manager will be the day-to-day point of contact and will coordinate public agency interface with the Consultant Team.

Responsibility for reviewing engineering aspects of the project as well as determination that the final construction drawings and bid documents are acceptable for bidding rests with the City of Boston and, if applicable, with MassDOT and other state agencies.

The Boston Redevelopment Authority will be part of the management team and will be integral to review of urban design concepts and integration of development parcels.

The City's management team will collaborate throughout the duration of the project to ensure that each discipline is appropriately engaged, that project milestones are met, that each milestone product meets the City's standards, and that the final products can be bid and awarded. Note that the appropriate state agencies may also be invited to participate in the process. Invited agencies may include MassDOT, DCR, the MBTA and as necessary, officials from Massachusetts Environmental Policy Act Office (MEPA).

IV. PROJECT AREA

For the design services related to this RFP the project limits will be as defined in the Action Plan for Hyde Square (page 54), for Monument Square (pages 66 and 67) and as described in the section 'Proposed Improvements in the Jackson Square-Mozart Park Corridor' starting on page 75. These areas shall be collectively known as the **Selected Projects**. All relevant pages are attached to this RFP as **Appendix A**.

V. SCOPE OF SERVICES

A. Summary

The Scope of Services for this project is to **Part 1**: Finalize Conceptual Designs based on the schematic plans in the Action Plan encompassing the areas of Monument Square, Hyde Square and the corridor between Hyde Park and Jackson Square and advancing the concepts to 100% PS&E bid documents and provide and to provide construction phase services. This will entail providing civil, structural, survey, geotechnical, landscape, and permitting services as needed to support the design. The preparation of a long term maintenance plan will be key to the submission; and **Part 2**: the study of and the annual dismantling, storage and reinstallation of the existing Parklets at Centre Street and at Tremont Street in Mission Hill during the three year duration of the contract.

The City of Boston has embraced a Complete Streets approach to roadway design. City agencies are committed to making Boston's streets multimodal and accessible to all users, green in terms of promoting sustainable and low-maintenance designs, and smart in using existing facilities more efficiently and maximizing technological advances. Consequently, key elements of the design may include:

- Travel lanes and intersections that equally accommodate transit, bicycles and motor-vehicles, safe pedestrian crossings, special provisions for the disabled and use the latest technologies in traffic control signal equipment.
- Wide sidewalks with a safe and comfortable pedestrian environment to encourage walking, the use of LED light fixtures, benches, solar trash receptacles and bus shelters with electronic information panels.
- Permeable sidewalk materials, special paving, street trees with pits using structural soils to provide space for roots to grow and where possible, rain gardens.
- Installation of in-road sensors and video cameras to provide real-time parking and traffic flow information, provision of electric-vehicle charging stations and if required, multi-space smart meters.
- Adapting existing and future infrastructures to accommodate and support the proposed improvements.
- Please refer to the current City of Boston Complete Streets Design Guidelines at www.bostoncompletestreets.com

In general, as in most roadway reconstruction and streetscape projects, the project may consist of a combination of full-depth construction and cold plane and overlay incorporating the resetting of edgestone; new sidewalks and driveways; new street lighting, including foundations; conduit controls and pull boxes; new drainage structures and/or adjusting and remodeling existing structures; and new and upgraded traffic signals and control boxes.

In April 2010, Mayor Thomas Menino accepted the Boston Climate Action Leadership Committee's report recommending that the Boston community collectively reduce its greenhouse gas emissions by at least 25% by 2020. The Leadership Committee also recommended measures to reach this goal, many of which addressed transportation issues. In particular, the Leadership Committee recommended that Boston reduce vehicle miles traveled (VMTs) 7.5 percent below current levels by 2020. Consequently, key elements of the design should include emission reducing features as well as mitigating features such as identifying and mitigating storm water and rises in sea-level impacts.

The project will be driven by an open public process, transparent and accountable project management procedures, and extensive inter-agency co-ordination.

B. Tasks for Part 1

Task 1: Survey / Document Existing Conditions of the Project Area

Perform an on-site existing conditions and topographic survey for the Selected Projects as determined by the City using the Boston City Base Datum. Final survey shall include at a minimum all the following features within the project area:

- Elevations at one-foot contours;
- Spot elevations where appropriate;
- Benchmark locations and descriptions;
- Wetland resource areas including flood plain and Base Flood Elevations (BFE's) as available;
- All underground utilities including inverts and sizes;
- All overhead utilities;

- All existing surface elements, including but not limited to: street and sidewalk widths; intersection geometries; curb lines, curb-cuts, driveways, crosswalks and pedestrian ramps; lighting and electrical boxes; streetscape elements such as benches, trees, and bus stops; site walls with heights; traffic control devices; railroad tracks and any trolley poles;
- Material conditions survey of the street and sidewalk, including any pertinent conditions immediately (within 5 feet) of the back of sidewalk;
- Signage and pavement markings; and
- Any areaways located and analyzed for structural integrity.

Land survey work and all associated office work, such as plotting field notes, etc. will be performed by the Consultant, and shall include all office work necessary for the plotting and calculating of the field data obtained and the submission of plans.

All survey information will be plotted at a scale of 1" = 20' or other City approved suitable scale and will be made available to the City in hard copy as well as in electronic (AutoCAD) format.

Bicycle, pedestrian and traffic counts, speed survey and vehicle classification counts may be used from the Action Plan or from any recent development projects. Where there are gaps in the existing counts or there are changes to the existing concept designs, new traffic counts and modeling may be required.

Geotechnical investigation of sub-surface conditions will be required to permit determination of general soil characteristics to support appropriate pavement design and design of subsurface structural systems.

Task 2: Final Conceptual Design Submittal

- Review documents in **Appendix A**.
- Review plans and documents for future plans, if any, of direct abutters within the project area.
- Work with public agencies, abutters, and the community to create Conceptual Design for each of the Selected Projects that has the approval of the City and the support of the community. The Conceptual Design will be used as the basis for the Final Design.
- For the selected designs determine lane and intersection functionality for bicycles, transit and motor vehicles; proactive treatment for persons with disabilities; street tree plan and "green" features such rain gardens and pervious surfaces; and street furniture including Hubway and EV Charging stations.
- Flag potential right of way issues, easements, areaways and conflicts with major utilities.
- Enter project in PWD's City of Boston Utility Coordination System (COBUCS).
- Develop preliminary cost estimates.
- Prepare and submit for review the Boston Complete Streets Checklist.
- Prepare presentation level plans and assist in the presentation of the plans at public meetings as required. Include, at a minimum, two (2) urban design renderings at key locations.
- Submit 7 copies of the plans as well as a pdf file.

Note that the City of Boston may choose to do low-cost pavement marking "tactical demonstrations" to test the Conceptual Designs.

Task 3. 25% Design Development and Submittal

- Complete and submit the 25% Design for the Selected Projects per the City of Boston requirements and requirements of applicable state agencies such as the MBTA and DCR if necessary.
- The 25% Design shall meet the BTM Traffic Signal Design Submission Requirements Guidelines (**Appendix B**).

- Identify all necessary federal, state and local permits and approvals.
- Submit an updated Boston Complete Streets Checklist
- Prepare presentation level plans and assist in the presentation of the plans at public meetings as required.
- Submit 7 copies of the plans in hard copy and one disk with the plans in electronic (pdf and AutoCAD) format.
- Upon approval of the 25% Design by BTM and other city and state agencies as applicable, advance project to 75% Design.

Key elements to be completed for a 25% Design include, but are not limited to:

- Drawings for streetscape, landscaping and special paving elements of the project;
- Computed horizontal and vertical geometrics;
- Resolution of any conflicts with underground, surface or overhead utilities;
- Drainage and grading plans and analysis;
- Identification of areas requiring structural or geotechnical analysis;
- Cross sections;
- Description of affected areaways;
- Preliminary right-of-way plans that document land ownership in the project areas and identification of all permanent and temporary easement and taking limits and dimensions;
- MassHighway design exceptions report as needed
- Documentation required for use of bicycle signals; and
- A line-itemed cost estimate of the design.

The 25% drawings shall detail, at a minimum:

- Modified curb lines including curb cuts, lane functions and intersection geometries including bicycle accommodations;
- Sidewalk design and finishes, including trees and plantings, LED street lighting, benches, bicycle racks, trash receptacles, kiosks and bus shelters;
- Traffic control equipment, signals (including bicycle signals) and control boxes including signal phasing and timing plans, loop detectors, mast arm and control box locations, pavement markings, street name and directional signage, bicycle signage, curbside parking regulations; and
- Pedestrian ramps at all necessary locations within the limits of work (pedestrian ramps shall conform to standards and designs approved by the Commissioner of Public Works).
- Design features which promote "green streets" in terms of use of materials, plantings and drainage. The consultant shall coordinate this work with ongoing work on green infrastructure by Public Works, Parks, and BWSC.
- Design features that promote "smart streets" such as electric vehicle charging stations, in-road sensors, traffic monitoring and information panels.

Note that draft maintenance agreements with identified signatories will be prepared at the 25% design phase.

Task 4: 75% Design Submittal

- Complete and submit the 75% Design per City of Boston requirements and requirements of the applicable state agency (e.g., MassDOT, MBTA, DCR, etc.) if necessary.
- Submit the 75% Traffic Signal Designs per the BTM Traffic Signal Design Submission Requirements ([Appendix B](#)).
- Submit final right-of-way plans with the title sheet, parcel summary sheets, location maps, and property plan sheets for affected areas.
- Submit easement or taking plans, as needed
- Coordinate and obtain approvals related to areaways if needed;
- Coordinate with and obtain approvals from owners of utilities as needed;

- Prepare drawings for the Public Improvement Commission's (PIC) approval.
- Submit applications for all necessary federal, state and local permits and approvals.
- Submit 7 copies of the plans in hard copy and one disk with the plans in electronic (pdf and AutoCAD) format.
- Upon approval of 75% Design by the Public Improvements Commission, advance project to 100% Design.

Key elements include, but are not limited to:

- Written response to City of Boston's 25% review comments;
- Construction plans, including roadway plans, streetscape layout and material plans, grading plans, pavement marking plans, and traffic signal plans; drainage plans and profiles, green infrastructure plans, utility plans, signage plans, planting plans, and all associated details;
- New and/or updated cross sections;
- Line-item detailed cost estimate, with unit costs; and
- Draft of specifications and special provisions.

Task 5: 100% Design Submittal and PS&E Design Package

- Complete 100% PS&E Design Package per City of Boston requirements, and requirements of the applicable state agencies (e.g., MassDOT, MBTA, DCR, etc.) if necessary.
- Submit the 100% Traffic Signal Designs per the BTM Traffic Signal Design Submission Requirements ([Appendix B](#)).
- Submit 7 copies of the plans in hard copy and one disk with the plans in electronic (pdf and AutoCAD) format.

Key elements include, but are not limited to:

- Written response to City of Boston's and state agencies 75% review comments.
- Final construction plans, specifications, cost estimate

Task 6: Bid Documents and Support

- Prepare final bid package, including full size mylars
- Assist City of Boston during the bidding phase.
- Attend pre-construction conference and prepare memorandum of meeting.
- Respond to contractor questions during the bid phase. Prepare addenda as needed.
- Review and evaluate bids received for construction and submit to the Department a recommendation as to the award of all construction contracts.
- Prepare conformed contract and specifications, incorporating any bid period addenda.

Task 7: Construction Phase Services

- Review schedules, shop drawings, other submittals.
- Respond to Requests for Information (RFI's).
- Review Value Engineering Change Proposals.
- Prepare change orders as needed.
- Attend bi-weekly construction meetings.
- Prepare construction observation reports.
- Certify work done by the contractor.

Task 8: Public Improvement Commission and Other Agency Submissions

The Consultant shall prepare drawings and reports when and as required for submission to the Public Improvement Commission or any other agency. Such documents shall include, but not be limited to, approval plans, taking plans, specific repair plans, widening plans, easement plans, and, when directed, damage estimates and engineering reports. Plans required because of Public Improvement Commission orders shall be in hard copy and/or media as directed by the Public Improvement Commission.

Task 9: Public Process and Agency Coordination

This project will be informed by a public process involving open public meetings and meetings with residents, businesses, and community and advocacy groups. The project also requires coordination with City departments, other public agencies, and utility companies. This process will be managed by the BTDCity of Boston. The City will determine the schedule, advertise and host all the public meetings. The consultants will be required to attend and make presentations at public meetings. Online interaction with the community will be a key component of the public process.

Additional meetings with abutting property owners directly impacted by any right-of-way design work may also be required.

As a minimum, Services will include the following:

1. Meetings with Public Agencies and/or Utility Companies in addition to BPWD and BTDCity:

This includes coordination with Boston Parks and Recreation, Boston Bikes, Boston Redevelopment Authority, Boston Water and Sewer Commission, Boston Street Lighting Section, Mayor's Office of Neighborhood Services, Boston Fire Department, Boston Commission for Persons with Disabilities, Mayor's Office of Environment and Energy, MassHighway, MassDOT, Massachusetts Historic Commission, MBTA, DCR, and any other public agencies in which approvals are required. Coordination with private utility companies will be required. The number of meetings will be as necessary to coordinate and determine locations, impacts, and recommendation to minimize the impacts the improvements could have on the various utilities. Assume up to twelve (12) interagency and/or utility coordination meetings.

- 2. Public Community Meetings:** At least three public meetings for each of the Selected Projects are to be included. In addition, it is anticipated a minimum of six meetings will be necessary with abutters and stakeholders for each of the Selected Projects.
- 3.** Assist the City in the development and management of a **project website** which would include opportunities for online interaction; develop flyers and posters as necessary.
- 4. Meetings with BTDCity:** In addition to the above noted meetings, include semi-monthly staff meetings with BTDCity and city officials for project management purposes.
- 5. Meetings with Public Improvement Commission:** Include at least five meetings (including public hearings) with the Public Improvement Commission.

B. Tasks for Part 2

Task 1: Conduct a study of the Parklets installed at Centre Street in Jamaica Plain and at Tremont Street in Mission Hill to identify patterns in the use of the on-street facilities. The scope of the study will be determined in coordination with BTB's project manager for the Parklets program.

Task 2: Recommend any design changes to the current program and configuration of the Parklets.

Task 3: Dismantle, store and reinstall the two Parklets for each of the three years of the contract. It is expected they will be dismantled in late fall, stored over the winter and reinstalled in the spring.

VI. COORDINATION WITH CITY STANDARDS AND PROGRAMS

A. Transportation

All proposed designs and analysis must be developed in accordance with the BTB's Traffic Signal Operations Design Guidelines and Traffic Signal Design Submission Requirements. Upon approval all AutoCAD, Synchro and other files will be submitted to BTB in electronic format and as hard copies. The 25% Design will include approved roadway and intersection alignments and geometries, lane functions including any bicycle accommodation, location of traffic control equipment including signals, and other details such as curb cuts and location of crosswalks. The tasks will include proposing a safe and efficient traffic signal phasing and timing plan. After 25% plans are approved, the consultant shall prepare 75% plans and specifications to be approved by BTB prior to submittal of 100% plans.

B. Lighting

Lighting will play a key urban design role in creating consistency of design and a sense of place in the Fenway Priority Projects. Any and all proposed changes and/or additions to existing City of Boston Street Lighting elements will be coordinated with BPWD's Street Lighting division. In addition, all designs shall be in accordance with City of Boston Street Lighting Standards.

C. Utilities

The East Boston Central Square project may require utility re-engineering or disruption, including location and reconnection of catch basins from existing sewers into drains, remodeling of drainage structures at surface levels and possibly relocating hydrants. The selected design team and its engineer will be required to coordinate with the Boston Water and Sewer Commission and appropriate utility companies during the design phase with regard to proposed utility disruption or relocation, and to follow the design standards and CAD standards of the respective utilities. The approved 25% Design will include written communication with all impacted utility companies to identify any changes required to existing utility alignments and locations.

D. Landscape: Street Trees and Plantings

The design team will be responsible for designing street trees and landscaping as appropriate, including examination of above and below-grade utilities to determine feasible locations for street trees, determination of the viability of open and covered tree trenches, selection of appropriate tree species, and tree planting specifications, as well as alternative planting options where street trees are not feasible. The overall landscaping plan should be coordinated with the lighting, way finding, and street furniture programs.

For street trees, contract requirements include:

- Species selection and final locations;
- Design and installation details and specifications for the following: tree pits and/or tree trenches, drainage, aeration, water source - conventional or reused; and
- A maintenance plan for all (existing and) proposed landscape elements.

Where there are existing trees, the design team will be responsible for a complete inventory of the existing trees, including locations, size, type, installation (i.e. 4'x 6' tree pit w/grate), and general health. To the extent possible, mature healthy trees will be incorporated into the design. All landscape features (i.e. trees, pavement materials, etc) must be coordinated with the Boston Parks and recreation Department, Public Works, and the Boston Redevelopment Authority.

E. Signage

The design team will be responsible for developing a comprehensive signage plan for pedestrians, bicyclists and vehicles in coordination with the appropriate city agencies. The work will include the design and location of the signs including co-location with street light poles, traffic signal poles or other existing or proposed elements. Coordination with the City of Boston Wall Street Furniture Program may be required.

F. Public Art

The City expects public art to be an integral part of the Selected Projects. However, an art plan or the design of stand-alone pieces will not be part of the contract with the consultant expected to work with an artist hired under an independent contract.

G. Street Furniture

These elements may include bus shelters and benches, bicycle racks, and trash receptacles. The consultant will coordinate with the MBTA and the City of Boston's Wall Street Furniture Program for relevant pieces.

VII. FEES - General

The Consultant shall assign an experienced Project Manager, a registered professional engineer as the Project Engineer and a Lead Urban Designer. The Consultant shall not replace the persons in charge without permission of the Commissioner. The Consultant shall assign such other personnel to the work as may be necessary from time to time.

For all services to be performed under this Agreement, BTD will pay the Consultant for direct labor multiplied by the *lesser* of an audited overhead multiplier or 1.55. A 10% profit margin will be added to the total adjusted cost for labor.

The direct hourly rate for labor of ANY personnel shall not exceed FIFTY ONE Dollars (\$51.00) per hour. Actual direct salary will consist of straight time, direct payroll of engineering and technical employees, excluding all officers, for such time employees are directly utilized on this work.

VIII. FORMAT OF THE PROPOSAL

The submission must be printed double-sided. Please number the pages of the submission. The proposal sections shall be titled as follows:

Introductory letter

Table of contents:

- A. Project Approach and Work Plan
- B. Personnel, Experience and Organizational Chart
- C. Scope of Work Changes
- D. Proposed Person Hours
- E. Current Workload

A description of each follows:

A. Project Approach and Work Plan

The Consultant shall submit a Project Approach demonstrating their understanding of the challenges and design opportunities presented by the scope and a Work Plan for the Tasks detailed in this RFP. The Project Approach should describe the Consultant's vision and a brief description of the potential design and project management strategies they would bring to the project.

B. Personnel, Experience, and Organizational Chart

A detailed list of all personnel to be assigned to this project should be included in the proposal including an organizational chart. Qualifications and experience of key personnel shall be presented. The address of the office in which the work will be performed should also be listed.

Key Personnel and Project Management:

This project will require a robust collaboration between urban design and engineering. The make up of the team and the proposed structure of the collaboration between the various disciplines on the team will therefore be of paramount interest to the selection committee. The selection committee will evaluate how each team proposes to get from the notice to proceed through design to approved construction drawings, specifications and cost estimates. The Consultants should clearly articulate the reasoning behind the composition and leadership structure of their team, how it demonstrates their philosophy for this project and how the expertise of each member will be brought to bear on the assignment in an organized and efficient manner.

While the Consultants may present other project experience, they should highlight projects of scale and scope similar to the designing the Selected Projects and the Parklets. Additionally, they should describe any prior collaboration between partnering firms or participating sub-contractors on similar projects.

There are several characteristics of the consultant team which the selection committee has identified as essential.

1. The core leadership of the team must include a Project Manager, a Lead Planner/Urban Designer (can be the Project Manager), and a Project Engineer (must be a registered P.E. in Massachusetts). Each responding team may overlap these roles to suit their strategy. However, the Project Manager must be the single point person where all of the various functions of the project meet. This person and their respective firm will maintain the lead in terms of contract management and contact with the BTB.
2. The Project Manager must have demonstrated expertise and practical experience in managing a multi-disciplinary team on complex transportation and streetscape reconstruction projects. Specifically, the project manager should demonstrate experience with the latest standards of finish and state-of-the-art technologies. Though the project manager need not necessarily be an engineer or designer, they should have ample experience in "design-driven" projects. The project manager should have experience working in complex

urban environments such as Boston. The project manager should have experience working on projects with a high degree of public interest and community participation.

3. The Project Engineer must be a registered P.E. in Massachusetts and eligible to certify all construction documents. The administration for the construction phase services will be engineering-led. The description of the team must demonstrate how the design and engineering sides will come together, specifically as to who has ultimate responsibility for the soundness of the design.
4. The Lead Urban Designer for the project may specialize in any one of the related design disciplines—urban design, landscape architecture, or architecture. The selection committee is most concerned with his/her experience in urban streetscape projects.
5. The team must include expertise in the design, fabrication and installation of Parklets.

Other Team Members

The consultant team should include qualified transportation planners and engineers, urban designers and landscape architects, as well as development specialists who will insure that the roadway designs result in attractive development sites. Expertise in developing environmentally friendly designs to support the City's "green" and "smart" goals will be necessary.

C. Scope of Work Changes

Please describe any recommended additions to or deletions from the scope of work, and total person hour additions and deletions associated with each. (NOTE: Said addition and/or deletions must be separately stated and not included in the "PROPOSED PERSON HOURS." The person hours for work additions or for scope of work changes will be negotiated upon selection.)

D. Proposed Person Hours

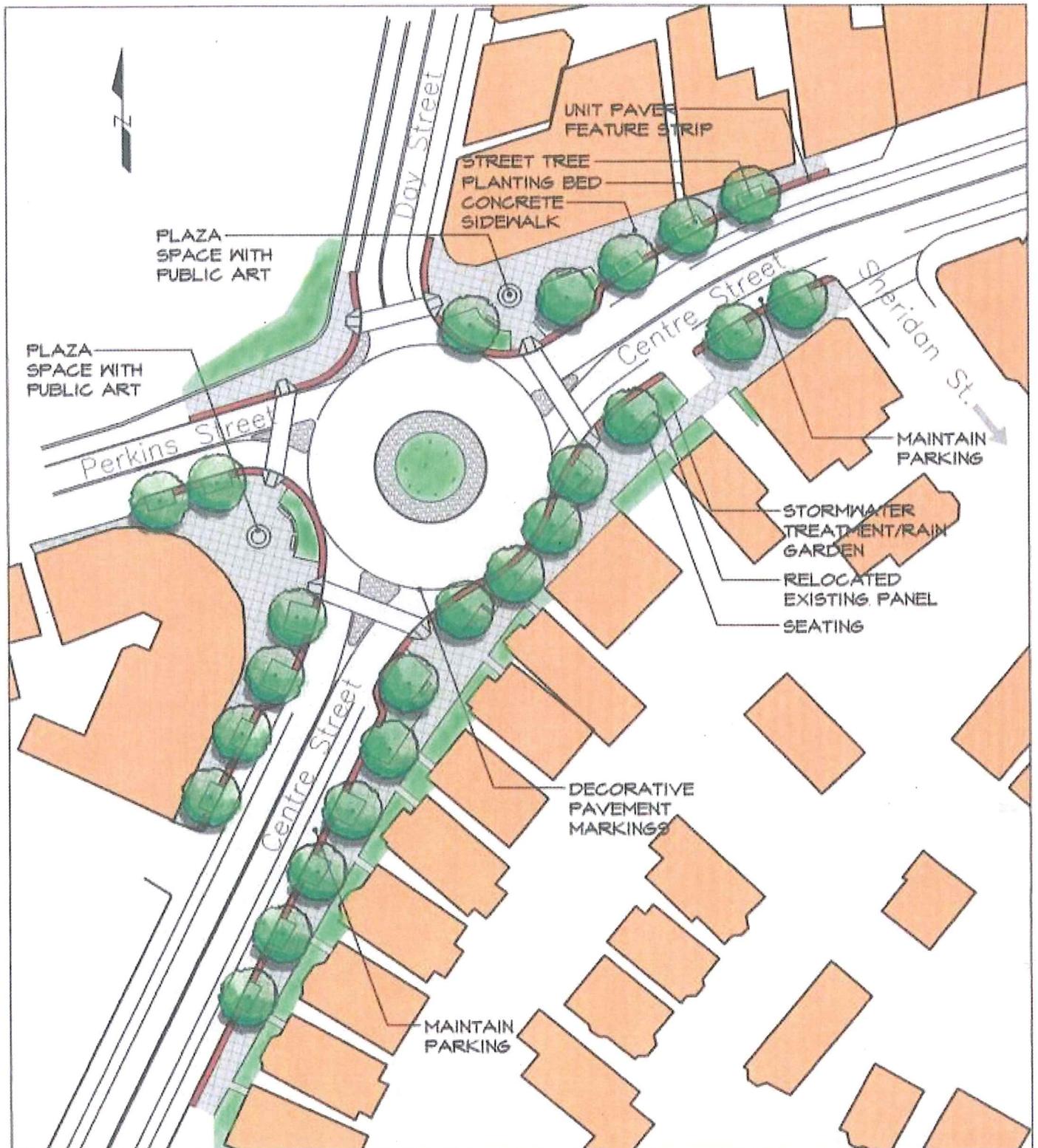
1. Use form titled Price Proposal in Section 6.
2. The consultant is responsible for inspecting the Project Area prior to submitting a proposal. If additional work beyond normal street reconstruction is required, the Consultant shall identify the location and give a description of the work.
3. The consultant shall assume no survey information is available from the City. The consultant shall submit a survey estimate for the contract. The Project Engineer shall inspect each street and determine if each particular street requires a tape or instrument survey.
4. It is anticipated that certain improvements proposed under this project will require takings and/or easements. It shall be the responsibility of the Consultant to prepare the documents necessary to assist the City in obtaining these rights including necessary construction easements. The cost associated with these services will be negotiated after signing the Contract. Do not include person hours for these services in the Work Hour Estimate.
5. Design Schedule: Assume the Notice to Proceed to be issued Fall 2013 and that 100% Design with PS&E is to be completed within a one year time period.

E. Current Workload

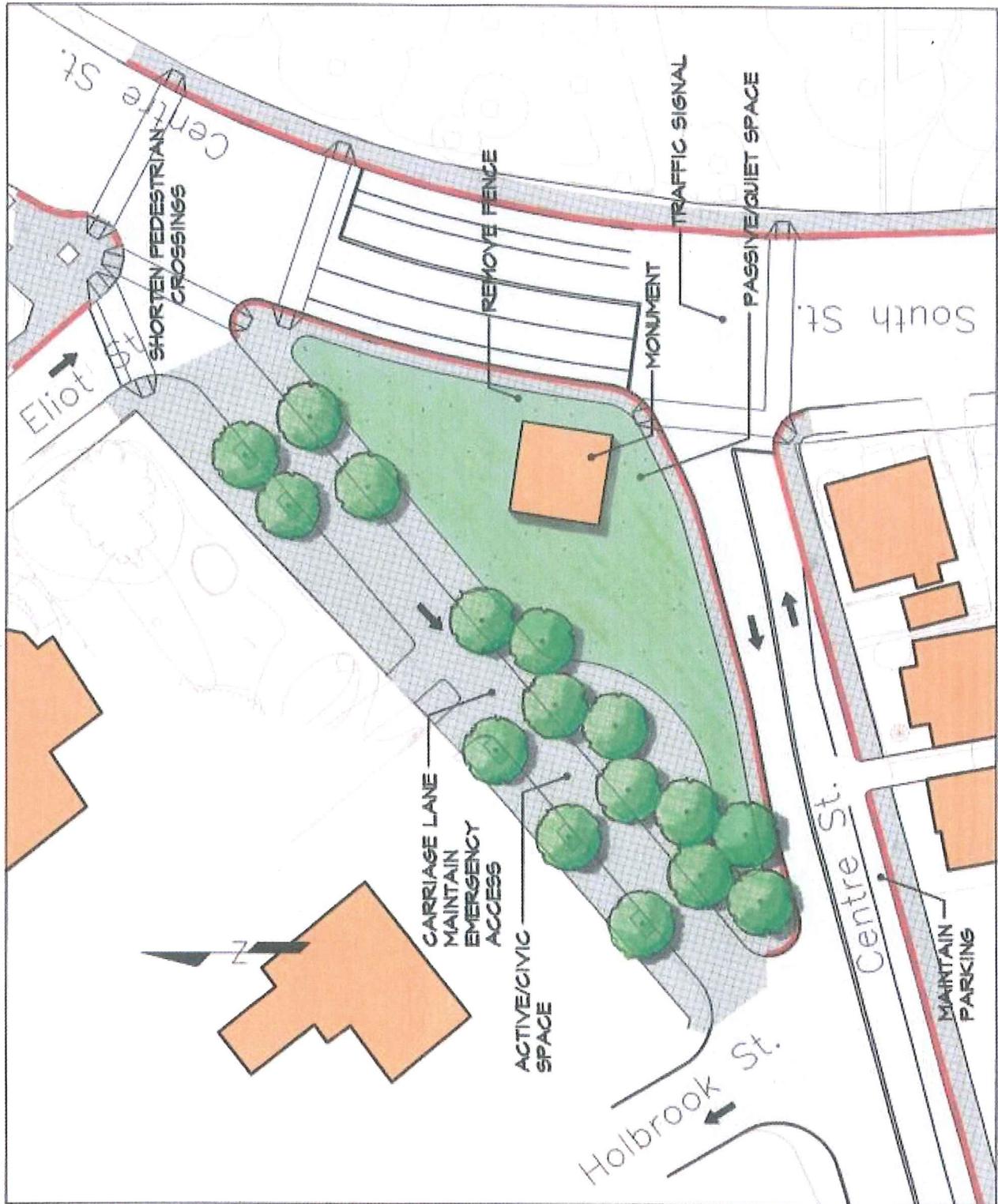
Refer to Appendix C: Affidavit

APPENDIX A: PROJECT AREAS

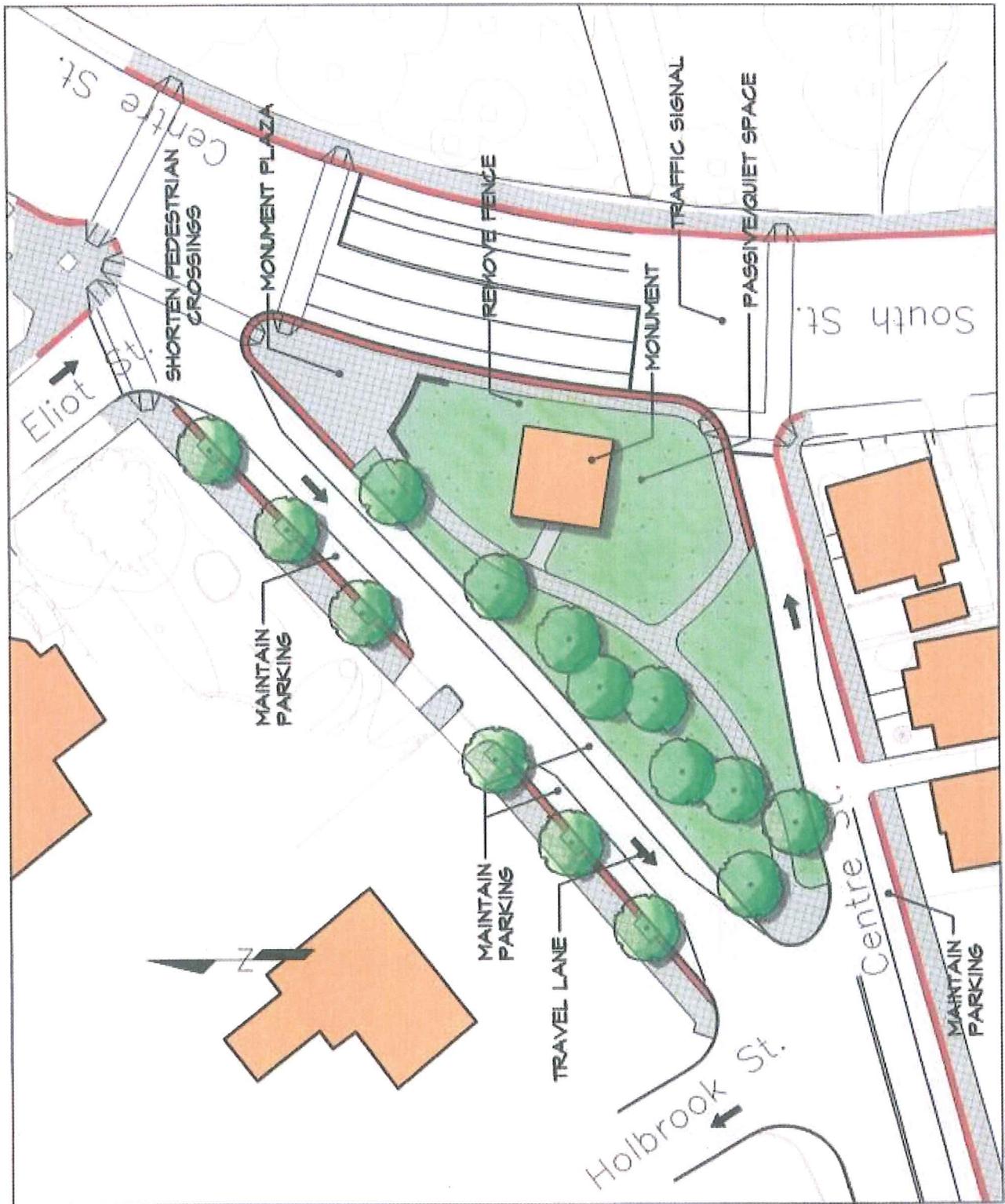
Hyde Square Concept



Expanded Park Concept



Enhanced Island Concept

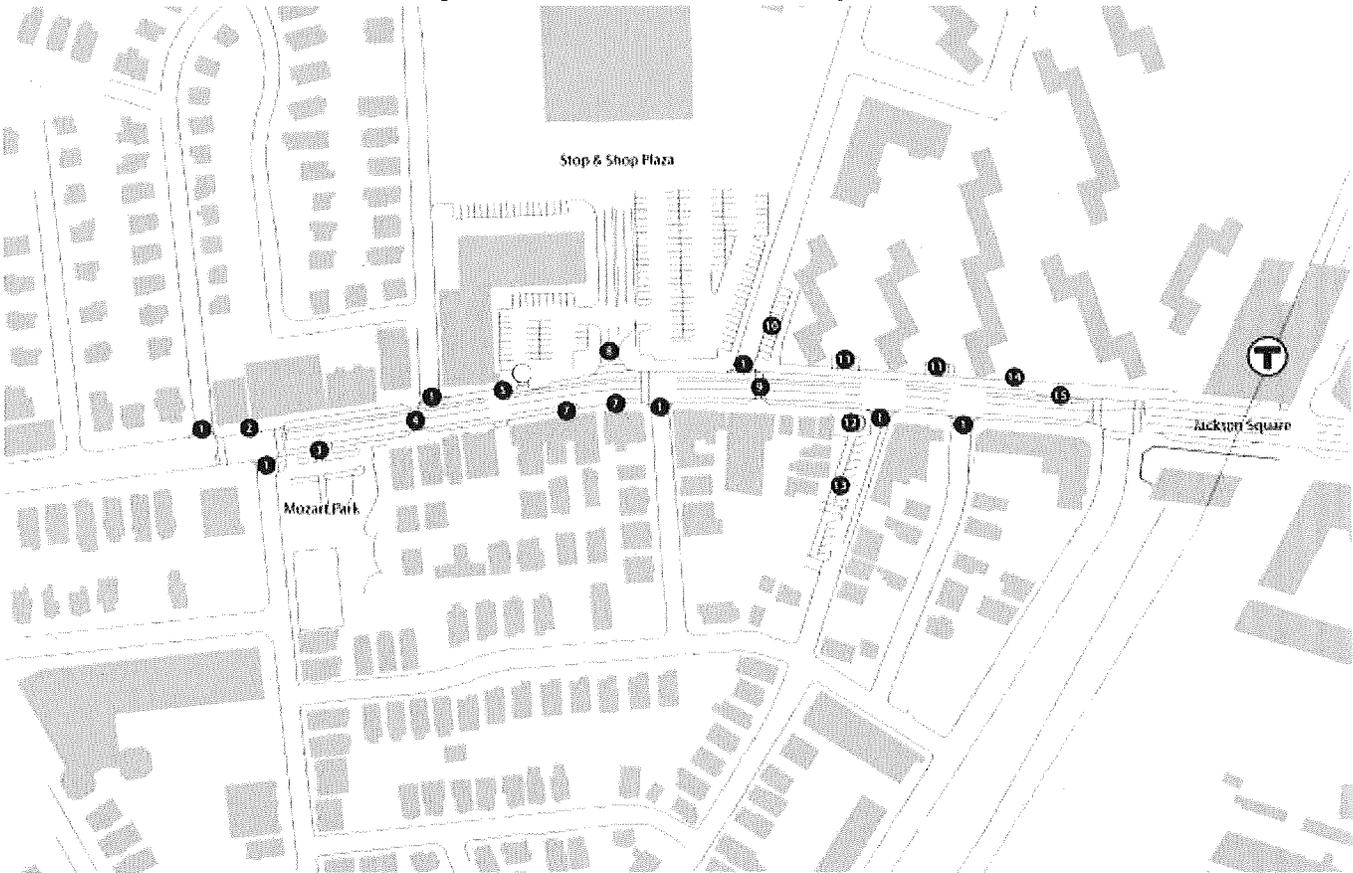


Proposed Improvements in the Jackson Square-Mozart Park Corridor

(refer to diagram below)

- 1. Raised crosswalks across side streets approaching Centre Street create a continuous, level sidewalk.
- 2. Widen sidewalk near the Estella Bakery, from crosswalk to crosswalk, to allow opportunities for outdoor seating.
- 3. Shorten bus stop from 82 feet to 62 feet and gain an additional parking space.
- 4. Add a crosswalk at the west side of Walden Street.
- 5. Widen sidewalks on both sides of the parking lot exit. The widening on the east side prevents parking immediately adjacent to the driveway and allows drivers pulling out increased visibility. The widening on the east side relieves a pinch point and allows for the relocation of the collection of newspaper boxes outside of the principal waling path.
- 7. Widen the sidewalk for 20 to 25 feet at two locations for outdoor café seating or sidewalk retail.
- 8. Redesign the shopping center driveway to make it friendlier, for example,

Jackson Square-Mozart Park Corridor Improvement Plan





- by adding a raised pedestrian island.
9. Widen sidewalk at crosswalk connecting to bus shelter for improved pedestrian visibility.
 10. Shift Bromley-Heath parking westward to improve pedestrian circulation adjacent to building.
 11. Phase out parking behind the sidewalk to reduce pedestrian vehicular conflicts and add green space (or tot lot) to Bromley-Heath lawn area. If handicapped spaces need to remain, then relocate them to the curb.
 12. Create small plaza at the intersection incorporating benches and trees.
 13. Reorganize the parking that currently occupies space behind the curb in to angled, back in-pull out parking. Add a 10-foot sidewalk behind the parking and landscape residual areas as small front yard for the abutting properties.
 14. Widen the heavily used sidewalk four feet into the lawn area of the Bromley Heath. Plant additional shade trees behind the sidewalk to provide a canopy over the sidewalk. Remove tree pits currently at the curb to increase pedestrian circulation area.
 15. Extend the proposed widen sidewalk westward to further increase pedestrian circulation area.



APPENDIX B: BTD Traffic Signal Design Submission Requirements Guidelines



September 29, 2004

BOSTON
TRANSPORTATION
DEPARTMENT

ONE CITY HALL PLAZA/ROOM 721
BOSTON, MASSACHUSETTS 02201
(617) 635-4680/FAX (617) 635-4295

Traffic Signal Design
Submission Requirements

1. Conceptual Design Report

Preparation of a Conceptual Design Report utilizing BTD approved traffic engineering analysis techniques to develop a conceptual design plan depicting proposed roadway geometry, lane use, traffic signal phasing, and preliminary timings. The development of the conceptual design report and plan shall be done in concert with BTD's Traffic Signal Operations Design, and will be used as a justification report to proceed to the 25% design stage.

2. 25% Submission

Preparation of a plan depicting basic traffic signal strategy including traffic signal housing locations (w/ signal housing display chart), signs, pavement markings, and proposed traffic signal phasing diagram.

3. 75% Submission

- a. A written response to all comments made at the 25% design stage.
- b. Complete traffic signal strategy plans including traffic signal equipment locations, signs, pavement markings, traffic signal phasing and timing chart, phasing diagram, loop detector chart, general notes, and a major list of items required.
- c. Refined traffic signal timing calculations including calculations of cycle lengths, green splits, and offsets for AM peak, PM peak and off peak hours.
- d. Refined time-space diagrams for interconnected signals.
- e. Traffic management plans.
- f. Draft special provisions.
- g. Preliminary estimates.

4. 100% Submission

- a. A written response to all comments made at the 75% design stage.
- b. Traffic signal plans incorporating all changes as directed from the 75% design stage review.
- c. Special provisions incorporating all changes as directed from the 75% design stage review.

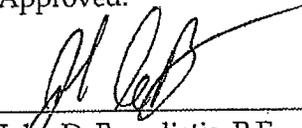
THOMAS M. MENINO, Mayor



5. PS&E Submission

- a. Stamped and signed approved plans, specifications and final estimate.
- b. Three hard copy sets of final plans and specifications are required as well as an electronic copy on CD ROM. Plans shall be drawn in AutoCad format. Specifications shall be in MS Word format.

Approved:



John DeBenedictis, P.E.
Director of Traffic Management & Engineering

D:\JD Personal\BTD Design Submission Requirements.DOC

APPENDIX C: WORKLOAD AFFIDAVIT

"On behalf of _____, I hereby certify that we shall proceed with the services described in this Proposal within ten (10) days of receipt of "NOTICE TO PROCEED" from the BTD and shall complete the services within the times stipulated in this REQUEST FOR PROPOSAL and/or the NOTICE TO PROCEED or as may be modified from time to time by BTD. Furthermore, the service to be provided under this project will be accomplished utilizing the staff identified in our Proposal, to the extent possible, and substitutions of the key personnel shall not be made without prior discussions and concurrence with the Commissioner or his designated representative. These terms shall remain in effect for a period of six (6) months from the date of this Proposal".

FIRM

AUTHORIZED SIGNATURE

TITLE

SECTION 4.0

EVALUATION CRITERIA

Vendors are required to respond to the "Format of the Proposal" as noted in Section 3, Scope of Work.

Evaluation Areas:

1. Response to Scope of Work Tasks
2. Team Qualifications
3. References
4. Communication Skills
5. Technical Expertise

Once overall rankings of the non-price (technical) proposals have been assigned, price (financial/cost) proposals will be opened and analyzed. Any reference to specific dollar amounts must be limited to the financial proposal. Ratings of both the non-price proposal and the price (financial/cost) proposal will be considered when selecting the most advantageous proposal.

The City of Boston reserves the right to interview those vendors providing the proposals that it has determined are the most advantageous.

As noted above, please fully segregate all financial related questions and information and submit separately with Required Price (Financial/Cost) Proposal. Failure to do so will result in rejection of the proposal.

Each of the Evaluation Areas outlined below will receive a rating of "Highly Advantageous," "Advantageous," or "Not Advantageous."

Highly Advantageous: The vendor has presented a detailed, logical, innovative and highly efficient plan to meet the Scope of Services and the related tasks and submission requirements.

Advantageous: The vendor has presented a credible plan to meet the Scope of Services and the related tasks and submission requirements.

Not Advantageous: The vendor's plan does not sufficiently meet the Scope of Services and the related tasks and submission requirements at Section 3.0 of this RFP or is not sufficiently detailed to fully evaluate.

Evaluation Areas

1. Response to Scope of Work Tasks
2. Team Qualifications
3. Provide a minimum of two relevant references.
4. Communication Skills
5. Technical Expertise

SECTION 5.0

PRICE PROPOSAL

The price (financial/cost) proposal must be submitted separately from the technical proposal. Any references to price or costs must be removed from the technical proposal.

Please submit all financial information in this proposal in a separate envelope.

PRICE PROPOSAL

This section must be submitted in a separate sealed envelop labeled PRICE PROPOSAL.

Complete on Price Proposal Worksheet for each task in Section ____, Section ____, Allowable Costs, should be reviewed before completing this section. Particular attention should be paid to the maximum billing amounts for hourly rates, indirect cost, and fixed fee.

The price that will be used for comparison purposes is TOTAL PRICE PROPOSAL. This number is determined by taking the totals from the price proposal worksheets to the Master Proposal Worksheet to determine the Total Labor Cost. The Total Labor Cost is then added to the Total Non-Labor Direct Expense to determine the Total Price Proposal.

| Task | Estimated Hours | % of Total Hours | Consultant Hours | Consultant Labor Cost | Sub-Consultant Hours | Sub-Consultant Labor Cost | Total Labor Cost |
|------|-----------------|------------------|------------------|-----------------------|----------------------|---------------------------|------------------|
| | | | | | | | |
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| | | | | | | | |

TOTAL LABOR COST \$ _____

TOTAL NON-LABOR DIRECT EXPENSE \$ _____

TOTAL PRICE PROPOSAL (in figures) \$ _____

(in words) _____

SECTION 6.0

CITY OF BOSTON CONTRACT FORMS

City of Boston Contract Forms:

Must be Completed and Returned With RFP Proposal Submission:

Standard City of Boston Contract (CM10-11). Please sign the CM-10.

CM06 – Certificate of Authority

(Note – This form, to be filled out only by corporations, must document that the person signing the proposal forms, including the CM-10, has the legal authority to make commitments for the proposer’s company. Most often this is evidenced by a vote of the corporation’s board giving an individual such authority).

Vendor Information Form

CM09 – Contractor Certification

CORI Forms

Living Wage Forms

Small and Local Business Enterprise Form



STANDARD CONTRACT DOCUMENT
CITY OF BOSTON

(FORM CM 10)

CONTRACT ID:

| | |
|--|---|
| Contractor Legal Name: (and d/b/a): | City Department Name: Transportation Department Department Head: Thomas J. Tinlin |
| Contractor Address: | Mailing Address: One City Hall Plaza, Room 721 Boston, MA 02201 |
| 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)
RFP to provide for the supply, service and maintenance of "Time to Destination VMS boards at various loactions in the City of Boston.

Begin Date: June 17, 2013

End Date: June 30, 2016

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 |
| \$ | PRINT NAME | TITLE |
| SIGNATURE | TITLE | DATE |
| DATE | DATE | |

CITY OF BOSTON

STANDARD CONTRACT GENERAL CONDITIONS

ARTICLE 1 -- DEFINITION OF TERMS:

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

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

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

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

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

ARTICLE 2 -- PERFORMANCE:

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

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

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

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

ARTICLE 3 -- ACCEPTANCE OF GOODS OR SERVICES:

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

ARTICLE 4 -- TIME:

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

ARTICLE 5 -- COMPENSATION:

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

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

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

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

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

ARTICLE 6 -- RELATIONSHIP WITH THE CITY

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

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

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

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

ARTICLE 7 -- ASSUMPTION OF LOSS AND LIABILITY:

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

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

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

ARTICLE 8 -- REMEDIES OF THE CITY:

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

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

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

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

ARTICLE 9 -- REMEDIES OF CONTRACTOR:

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

ARTICLE 10 -- PROHIBITION AGAINST ASSIGNMENT:

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

ARTICLE 11 -- COMPLIANCE WITH LAWS AND PUBLIC POLICY:

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

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

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

11.4 The Contractor agrees and shall require any subcontractor to agree not to discriminate in connection with the performance of work under the Contract against any employee or applicant for employment because of sex, race, color, sexual orientation, gender identity or expression, marital status, parental status, ex-offender status, prior psychiatric treatment, military status, religious creed, disability, national origin, ancestry, source of income, or age, unless based upon a legally permissible and bona fide occupational qualification. The Contractor agrees and shall require any subcontractor to agree to post in conspicuous places notices to be provided by the Massachusetts Commission Against Discrimination, setting forth provisions of the Fair Employment Practice Law of the Commonwealth.

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

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

11.7 In furtherance of the Mayor's Executive Order "Minority and Women Business Enterprise Development" dated December 31, 1987 and the Ordinance entitled "Promoting Minority and Women Owned Business Enterprises in the City of Boston" (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 July 2012

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

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

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 Vendor Information Form

***Check One:**
 New Vendor Vendor Update
***Doing business with:**
 City of Boston Boston Public Schools

If Registered as a COB Vendor, Provide Vendor Number _____

*Vendor Name (as shown on IRS return): _____
 (If Individual Enter: First Name, Middle Initial, Last Name)

Business name, if different from above: _____

*Street Address: _____

*City, State and ZIP Code: _____

Phone Number: () _____ Extension: _____ Fax: () _____

Website: _____

Business Email: _____

*Taxpayer Identification Number: _____ Dun & Bradstreet (DUNS) #: _____

*Required Fields

Vendor Classification (Check appropriate box and fill out all that apply)

* Individual/Sole Proprietor Corporation Partnership Other

Additional Vendor Classification (Check all that apply)

Minority Business Enterprise (MBE)
 Women Business Enterprise (WBE)
 Non-Profit
 City of Boston Employee
 Small Business Enterprise
 Small Local Business Enterprise

Emerging Small Business
 Women-Owned Business
 Veteran
 Disabled

If you checked Minority and/or Women Enterprise above, indicate if the firm has either of the Certifications below.

State Office of Minority Women Business Agent (SOMWBA)
 City of Boston MWBE Certification
 Other _____

LOCATION INFORMATION INSTRUCTIONS

1. For each company location, check the functions that apply. Each location can have from one to three functions as described below:
 - Check Ordering if goods/services are ordered from this location.
 - Check Invoicing if invoices are sent from this location.
 - Check Remitting if payments are received at this location.
2. For each Location, identify up to two contacts. Identify a Type (A/R, A/P, Management, etc.) for each contact.

Location #1: which apply Ordering Invoicing Remitting

Name (if different than Vendor Name above): _____

Address 1: _____

Address 2: _____

City, State and Zip Code: _____

Enter the contact(s) for Location #1:

Name1: _____

Title: _____ Type: _____

Tel: () _____ Extension: _____

Fax: () _____ Email: _____

Name2: _____

Title: _____ Type: _____

Tel: () _____ Extension: _____

Fax: () _____ Email: _____

Location #2: which apply Ordering Invoicing Remitting

Name (if different than Vendor Name above): _____

Address 1: _____

Address 2: _____

City, State and Zip Code: _____

Enter the contact(s) for Location #2:

Name1: _____

Title: _____ Type: _____

Tel: () _____ Extension: _____

Fax: () _____ Email: _____

Name2: _____

Title: _____ Type: _____

Tel: () _____ Extension: _____

Fax: () _____ Email: _____

Location #3: which apply Ordering Invoicing Remitting

Name (if different than Vendor Name above): _____

Address 1: _____

Address 2: _____

City, State and Zip Code: _____

Enter the contact(s) for Location #3:

Name1: _____

Title: _____ Type: _____

Tel: () _____ Extension: _____

Fax: () _____ Email: _____

Name2: _____

Title: _____ Type: _____

Tel: () _____ Extension: _____

Fax: () _____ Email: _____

Complete the box below to elect to receive Purchase Orders by email. If the firm does business with BOTH City of Boston Departments and the Boston Public Schools identify and email contact and address for both.

| | |
|--|------------------------|
| <i>City of Boston: Electronic Purchase Order Distribution (fill in the names and emails where PO's are to be emailed)</i> | |
| Primary Name: _____ | Secondary Name: _____ |
| Primary Email: _____ | Secondary Email: _____ |
| <i>Boston Public Schools: Electronic Purchase Order Distribution (fill in the names and emails where PO's are to be emailed)</i> | |
| Primary Name: _____ | Secondary Name: _____ |
| Primary Email: _____ | Secondary Email: _____ |

Excluded Parties List System

The Excluded Parties List System (EPLS) included information regarding entities debarred, suspended, proposed for debarment, excluded or disqualified under the non-procurement common rule, or otherwise declared ineligible from receiving Federal contracts, certain subcontracts and certain Federal assistance and benefits.

The City of Boston cannot enter into a business relationship with entities currently under investigation or reported on EPLS.

Log onto <http://www.epls.gov/> and follow the steps below to confirm that you are not on the Excluded Parties List:

- Select "Advance Search" on left margin
- Enter full name of Client's company and click "Search" found in bottom of page
- Results should state "Your search returned no results."

By checking this box, I certify that I am not debarred, suspended, proposed for debarment, excluded or disqualified under the non-procurement common rule, or otherwise declared ineligible from doing business with the City of Boston.

W-9 Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

| | | |
|------------------|--------------------------|------|
| Sign Here | Signature of U.S. person | Date |
|------------------|--------------------------|------|

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)

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.



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 Biennial 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 biennially.
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

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: _____



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
 SMALL AND LOCAL BUSINESS ENTERPRISE OFFICE
 CONTRACTOR INFORMATION FORM
 (To be submitted only by the apparent lowest responsible, responsive bidder.)

The City of Boston is subject to City of Boston Code, Chapter IV, Section 4.4, which established the City of Boston Minority and Women Business Enterprise Initiative and implemented an Affirmative Marketing Policy. As part of this program, the City's Small and Local Business Enterprise Office collects data regarding Minority and Women Business Enterprise (MWBE) participation in City Department contracts. An MWBE is defined as a business certified by the Small and Local Business Enterprise Office as a bona fide minority or women business.

In conformity with the provisions of Chapter IV, Section 4.4, Prime Contractors are required to complete this form in its entirety. As set forth below, Prime contractors must identify any and all subcontractors, including MWBEs participating in the project.

The data collected is for informational purposes only and will not to be used in a discriminatory manner. **These affidavits must be completed and forwarded to the City of Boston Small and Local Business Enterprise Office, Boston City Hall, Room 717, Boston, Massachusetts 02201, immediately upon notification of being low bidder,** and included with contract documents if known at time of award. If a subcontractor relationship is determined after the award of the contract the Prime Contractor is required to file the affidavit to the Small and Local Business Enterprise Office as soon as each subcontractor is known. **Failure to provide accurate and complete information may constitute a breach of the contract.**

NAME OF PRIME CONTRACTOR: _____

PROJECT NAME: _____

PROJECT ID NUMBER: _____ CONTRACT NUMBER: _____ BID AMOUNT: _____

SUBCONTRACTOR NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____ DOLLAR VALUE: _____

PERCENTAGE OF WORK TO BE COMPLETED BY SUBCONTRACTOR: _____

WORK DESCRIPTION: _____

ESTIMATED START DATE: _____ ESTIMATED COMPLETION DATE: _____

TAXPAYER ID NUMBER: _____ FUNDING SOURCE: _____
 (T.I.N.) (Federal/State/Local)

IF M/WBE CATEGORY (circle one) Black, African American (B), Hispanic (H), Asian American (A), Native American (N), Cape Verdean (C), Women (W)

The undersigned does hereby swear, certify and affirm that the foregoing statements are true, accurate and provide all information requested to accurately identify any and all certified MWBEs participating in this contract. The undersigned further certifies that he or she is authorized to make such representations on behalf of the Contractor. Should any of the above information change, the undersigned agrees to provide timely notification to the Small and Local Business Enterprise Office.

DATE: _____ Name of Company Official: _____
 (Prime Contractor - Please Print)

Signature: _____ Title: _____