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REQUEST FOR PROPOSALS  
TO PROVIDE  
INVESTMENT CONSULTING SERVICES  
FOR  
TESTAMENTARY TRUST FUNDS



CITY OF BOSTON, MASSACHUSETTS

Thomas M. Menino

Mayor

Vivian Leo

Temporary Collector-Treasurer

October 18, 2010

*Written questions concerning this RFP should be delivered in the manner specified under the heading "Queries," herein. **No telephone calls related to this RFP will be accepted by the City, other than telephone calls requesting copies of the RFP or confirming the receipt of queries via facsimile transmission.** Communication by telephone with any City official regarding this RFP for other than those two purposes will result in the immediate disqualification of the subject firm as a Proponent.*

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**I. INTRODUCTION**

The City of Boston Massachusetts (the “City”), acting by and through its Collector-Treasurer, is the trustee/custodian for the more than 270 testamentary bequests that have been entrusted to the City for the benefit of its citizens (the “Trust Funds”). The Collector-Treasurer is seeking proposals from firms offering investment consulting services to provide such services to the Collector-Treasurer and the various trustee boards responsible for the investment of the Trust Funds.

The selected firm (the “Investment Consultant”) will provide investment consulting services to the City pursuant to a contract with a term of three years, which will also include one option to renew the contract for an additional two-year period. The option to renew the contract shall be exercised solely at the discretion of the City, without the further consent or approval of the then-incumbent firm. The contract term will commence January 1, 2011 or as soon as possible thereafter, and if the option to renew is exercised, will terminate on December 31, 2015.

The total market value of the Trust Funds currently equals \$115.4 million. The Trust Funds are divided into four discrete pools according to the respective boards of trustees, commissioners, or committee members responsible for their management. The intent of this Request for Proposals (RFP) is to select a firm to provide the consulting services described below in Section VI of this RFP, captioned “Scope of Services.”

**II. PROJECTED SCHEDULE OF EVENTS**

- 1. RFP Issued..... October 18, 2010
- 2. Period for Submission of Questions Regarding the RFP ..... October 18- October 29, 2010
- 3. Proposals Due.....Noon November 5, 2010
- 4. Finalists Selected..... November 16, 2010
- 5. Oral Interviews (if required).....November 26 and 29, 2010
- 6. Contract Award ..... November 30, 2009

**III. BACKGROUND INFORMATION**

The Trust Funds provide grants that are used for various municipal purposes including park maintenance, capital construction, public space enhancements, and social services. The Trust Funds have been divided into the following discrete pools (Investment Pools”) according to the respective boards of trustees, commissioners, or committee members responsible for their management.

		Market Value as of June 30, 2010	Number of Investment Advisors
Pool 1	City Funds	\$52.6 Million	11
Pool 2	School Funds	\$0.7 Million	1
Pool 4 <sup>†</sup>	Library Funds	\$43.9 Million	3
Pool 5	White Fund	\$18.2 Million	3

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<sup>†</sup>Pool 3 contained Trust Funds managed on behalf of the former City Department of Health and Hospitals, and the separately chartered Trustees of Health and Hospitals of the City of Boston, and were transferred to the Boston Public Health Commission (“BPHC”) effective July 1, 1996. BPHC is not a City entity.

The Investment Pools have as few as one investment advisor, and as many as eleven. Investment advisors are responsible for specific categories of investments (e.g. REITs, domestic securities, etc.) and are selected through a search process conducted by the Investment Consultant. Investment advisors may be replaced upon thirty (30) days’ written notice as directed by the trustee(s) of the relevant Trust Fund.

Each Investment Pool is the responsibility of a separate trustee or board of trustees, the Public Library Commission, or the Boston School Committee.

Not all of the Trust Funds have a trustee board. Those Trust Funds that do not have a trustee board are managed by a single trustee. The Collector-Treasurer is the custodian of all Trust Funds, and the City’s designated trustee for those Trust Funds without a board of trustees. Day-to-day administration of the Trust Funds is the responsibility of the City’s Treasury Department. The investment protocols for the Trust Funds are the responsibility of the of the Trust Funds’ various boards, or the Collector-Treasurer as the City’s designated trustee for those Trust Funds without a board of trustees.

The various Trust Fund trustee boards, if any, are required to meet at least annually, and must retain all records relating to their investments and disbursements for a period of at least seven years. The Trust Funds operate on a total return basis in accordance with the Uniform Prudent Management of Institutional Funds Statute guidelines. The Trust Funds’ annual beneficiary disbursement rate is currently 5.0%. The Trust Funds are independently audited on an annual basis, and are subject to review by the Public Charities Division of the Commonwealth of Massachusetts Attorney General’s Office.

The Trust Funds are restricted from direct investment in tobacco related firms (domestic and international), and those firms with operations in Northern Ireland that do not abide by the MacBride Principles.

The City’s custodial bank is Mellon Trust of New England, N. A. (“Mellon Trust”). Mellon Trust provides all custody/trust services for the Trust Funds.

The Investment Consultant’s principal contacts on behalf of the Collector-Treasurer and/or the Trust Funds’ various trustee boards will be First Assistant Collector-Treasurer (currently Temporary Collector-Treasurer) Vivian Leo, and Second Assistant Collector-Treasurer Richard DePiano.

#### **IV. INFORMATION AND CONDITIONS REGARDING THE RFP**

##### **A. Addenda**

Any supplemental instructions, amendments, or changes to this RFP or attached documents shall be in the form of written addenda. If issued, such written addenda shall be sent via electronic mail to all firms on record as having received this RFP. Such addenda, if any, will be sent no later than five (5) business days prior to the Submission Date, as defined in Section VII, below.

The failure by a proponent firm to respond to any such addendum shall not relieve such firm from any obligation imposed by the proposal as submitted. At the time of the opening of proposals, each firm shall be conclusively presumed to have received and understood all RFP documents, including all addenda, and the failure of any Proponent to examine any form, instrument, or other document which is part of the RFP shall in no way relieve such Proponent from any obligation arising under law from the submission of a proposal. The failure by a proponent firm to respond to any such addendum may also result in the rejection of the firm's entire proposal.

##### **B. Correcting and Supplementing RFP Responses**

The Collector-Treasurer shall unconditionally accept a proposal without alteration or correction, except as provided in this paragraph. If prior to the Submission Date a proponent firm wishes to revise, amend, or supplement a proposal already submitted to the Collector-Treasurer, the only method for doing so is to withdraw the proposal in its entirety prior to the Submission Date by written notification to the Collector-Treasurer. A corrected proposal package may then be resubmitted so long as it is received by Noon on the Submission Date. Modifications delivered in any other manner, whether orally or in writing, will not be considered. Proponent may not change their Non-Price or Price Proposals, except as the result of negotiations with the Collector-Treasurer after the evaluation of all Non-Price and Price Proposals has been completed.

##### **C. Acceptance of Proposal**

The prices, terms and conditions for submitted proposal may not be altered and must remain firm for sixty (60) calendar days after the date set for the opening of Non-Price Proposals. The submission of a proposal shall constitute an agreement on the part of proponent firms that, if a proponent is given or mailed a notice of acceptance within sixty (60) days of the date set for the opening of Non-Price Proposals, the successful proponent will execute a contract (including those documents attached to this RFP as Exhibits C through H) within thirty (30) calendar days (Saturdays, Sundays, and legal holidays included) of receipt of such notice.

Any proposal that is submitted will only be accepted on the basis that the proponent firm represents (i) that its proposal is made in good faith without fraud, collusion or cooperation of any kind with any other firm; (ii) that the proponent firm is competing solely on its own behalf without obligation to any undisclosed person, firm or corporation; (iii) that no other person, firm or corporation has any interest in the contract; and (iv) that no officer, agent or employee of the City is financially interested in the contract.

##### **D. Cover Letter**

The Proposal should include an original and four (4) copies of a cover letter which will be considered an integral part of the Proposal, and which shall be signed by at least one individual who is authorized to bind the firm contractually. This cover letter must include: (a) the firm name, address and telephone/fax numbers; (b) the primary client contact; (c) the title or position which the signer of the cover letter holds in the firm; and (d) a statement to the effect that the Proposal is a firm and irrevocable offer of the firm.

## V. QUESTIONS REGARDING THE RFP

***NO TELEPHONE QUERIES:*** *Written questions concerning this RFP should be delivered in the manner specified below. The City will not accept any telephone calls related to this RFP, other than telephone calls requesting copies of the RFP itself or confirming the receipt of queries via facsimile transmission per the instructions below. Communication by telephone with any City official regarding this RFP for any other than these two stated purposes will result in the immediate disqualification of the subject firm as a Respondent.*

All questions regarding this RFP, including all documents incorporated by reference herein, must be submitted to the Collector-Treasurer, in writing via certified mail, courier, voice-confirmed via facsimile transmission or e-mail, by 5:00 p.m. Eastern Daylight Time (EDT), Monday, October 25, 2010, at either the address, fax number, or e-mail address provided in Section VII, below under the caption "Submission of Proposals."

***NOTE:*** *All e-mail submissions of queries should include the following subject line: "Queries Regarding RFP for Investment Consulting Services for Testamentary Trust Funds."*

Written responses to the questions received by the October 25th deadline will be provided on Wednesday, October 27, 2010 to each person on record as having received an RFP.

The City will provide proponent firms with an opportunity to seek clarification of the written responses distributed on October 27th. All questions regarding the responses only must also be submitted to the First Assistant Collector-Treasurer for the Collecting Division in writing via certified mail, courier, voice-confirmed facsimile transmission, or e-mail, by 5:00 p.m. EDT, Friday, October 29th, at either the address, fax number, or e-mail address provided below under the caption "Submission of Proposals."

***NOTE:*** *All e-mail submissions of queries regarding the responses only should include the following subject line: "Queries Regarding RFP for Investment Consulting Services for Testamentary Trust Funds."*

Questions submitted during the period beginning October 27th and ending October 29th must be limited to specific questions regarding the written responses circulated by the Collector-Treasurer on October 27th. No other questions regarding this RFP will be accepted during the October 27th–29th period.

Written responses to the questions received by the October 29th deadline will be provided to each person on record as having received an RFP by 5:00 p.m. EDT, Tuesday, November 2, 2010.

## VI. SCOPE OF SERVICES

Under the direction and general supervision of Treasury Department personnel designated by the Collector-Treasurer, the Investment Consultant will be required to provide the following services.

### A. General Consulting Services

1. **General Investment Policy and Procedures:** Upon the firm's selection and on an annual basis thereafter, the Investment Consultant will review the Trust Funds' Investment Policies and Procedures and, if necessary, make reasoned recommendations for amendments thereto.
2. **Asset Allocation Plan:** At least annually during the three-year term of the Agreement, the Investment Consultant will prepare and present a written asset allocation plan establishing investment objectives and a target asset mix for each of the Trust Funds. The asset allocation plan shall, at a minimum, include (a) a report on asset allocation modeling (including methodology and specifics) linked to funding management; (b) an analysis of the investment

characteristics of available asset alternatives; (c) recommendations for upgrades to the Trust Funds comprehensive statement of investment philosophy; and (d) recommendations for an optimum asset allocation for the Trust Funds based upon all of the foregoing, including a methodology and time table for achieving such revisions to their asset allocation.

3. Annual Asset Allocation Optimization: During the Fall of each year (other than a year in which the asset allocation plan is formulated), the Investment Consultant will prepare and present to the Collector-Treasurer a report containing an evaluation and optimization analysis of the asset allocation plan and proposals to achieve the goals of that analysis during the next calendar year.
4. Attendance at Trustee Meetings: When requested, the Investment Consultant will be required to attend trustee meetings in Boston, Massachusetts.
5. General Research and Analysis: The Investment Consultant will, upon request, provide ongoing research, analysis and advice on specific matters including administrative and operational issues affecting the Trusts.

In addition, the consultant will be asked to perform such other duties or activities as may be required, provided they are consistent with and contemplated by the foregoing.

## **B. Public Market Consulting Services**

The Trust Funds seek the following services with respect to its public markets portfolios, which currently include a range of investments including domestic and international equities, and domestic fixed income and market neutral portfolios ("Public Market Portfolios" or "Public Market Investments").

1. Public Market Analysis: During the Fall of each year, The Investment Consultant will prepare and present to the Collector-Treasurer reports containing (a) an evaluation of the returns yielded by the current Public Market Portfolios and the investment manager structure, including evaluations of the individual Public Market Managers; and (b) a review of the Trust Funds' needs for particular investment styles, capitalization ranges or strategies within the Public Market Portfolios (e.g. passive/risk controlled/active; growth, core and value; small, mid and large capitalization; domestic markets; and government, corporate and mortgage etc.).
2. Performance Analysis: The Investment Consultant will provide quarterly performance analyses for the Public Market Portfolios, including analyses of the performance of individual Public Market Portfolios (domestic equity, domestic fixed income, international equity et al), as well as the aggregate of all of the Public Market Portfolios. The quarterly performance analyses should include, but not be limited to return attribution characteristics, style analysis and risk analysis, peer universe comparison holdings analysis relative to the benchmarks and trading efficiency.
3. Investment Manager Oversight:
  - a. The Investment Consultant will provide quarterly performance analyses for each one of an Investment Pool's Public Market Managers, including performance evaluation against appropriate benchmarks, investment objectives, and peer groups, as well as return attribution characteristics, style analysis and risk analysis.
  - b. The Investment Consultant will provide analysis and advice on questions or issues that arise in the course of overseeing the Public Market Managers. For example, the

Investment Consultant will advise the Collector-Treasurer on appropriate benchmarks, calculate custom benchmarks if necessary, and advise the Collector-Treasurer on investment guidelines or fee structures, including performance based fees, for Public Market Managers.

- c. The Investment Consultant will, upon request, provide advice and recommendations to the Collector-Treasurer concerning Public Market Manager probation and termination.
4. Public Market Manager Search and Selection: The Investment Consultant will assist the Collector-Treasurer with the evaluation and hiring of outside investment managers for the Trust Fund's Public Market Portfolios. This assistance shall include the following services:
  - a. The Investment Consultant will maintain or otherwise provide access to a database of investment managers that includes information concerning their investment philosophies, organizations, performance and clients. Manager information should be available for a wide range of investment managers including: domestic, international and emerging market equity managers; domestic, international and global fixed income managers; real estate managers; managers with related strategies, including currency overlay, option and futures, special situations investing, securities lending, rebalancing, and commodity managers.
  - b. Upon request the Investment Consultant will assist the Collector-Treasurer in conducting searches for Public Market Managers for each of the Trust Funds' Public Market Portfolios (domestic equity, domestic fixed income etc.) For purposes of developing the Price Proposal required by this RFP, assume a total of two (2) such searches per year, including that would include (i) drafting requests for proposals, including evaluation factors and methods; (ii) screening prospective investment managers and providing written recommendations for finalists; (iii) preparing and/or compiling related background material for the Collector-Treasurer and/or trustee boards; (iv) participating in Investment Manager interviews; (v) providing reasoned analyses to the Collector-Treasurer and/or trustee board concerning each Investment Manager candidate, and (vi) making recommendations concerning the selection of Investment Managers.
5. Custodial Searches: Assist in the hiring of outside custodial institution for Trust Fund assets (for purposes of the Fee Proposals requested in this RFP, assume a total of one such search during the term of this Agreement).

## **VII. SUBMISSION OF PROPOSALS**

Responses to this RFP may be submitted until 12:00 o'clock Noon EDT on November 5, 2010 (the "Submission Date").

The City will open Non-Price Proposals received at or before 12:00 o'clock Noon EDT on the Submission Date at 1:00 p.m., November 5, 2010. The award of the contract is expected to be made on November 30, 2010, although the time for such award may be extended solely at the discretion of the City. The award will be made subject to successful completion and execution of contract and related documentation. Any proposals that fail to conform to the provisions and requirements of this RFP will be deemed non-responsive and rejected. The City reserves the right to cancel this RFP, to reject in whole or in part any and all responses thereto, and to waive minor informalities in any response.

All proponents must submit (a) one (1) original and (b) five (5) photocopies of their Price and Non-Price proposals, and (c) one (1) electronic copy in ".PDF" file format on compact disc (CD) of their Non-Price Proposal only, to:

Vivian Leo, *Temporary Collector-Treasurer*  
City of Boston Treasury Department  
City Hall Room M-35  
One City Hall Square  
Boston, MA 02201  
(T) 617-635-4140  
(F) 617-635-4142  
[vivian.leo@cityofboston.gov](mailto:vivian.leo@cityofboston.gov)

***RFP RESPONSES delivered via overnight express courier must be placed inside properly labeled and sealed envelopes prior to being sealed inside the express mail courier package. RFP responses delivered in overnight express courier packages that do not contain sealed packages will be deemed non-responsive, and will be disqualified without further consideration.***

PROPOSALS THAT ARE NOT RECEIVED BY THE DEADLINE AT THE ABOVE ADDRESS WILL NOT BE ACCEPTED. DELIVERY TO ANY PERSON, OFFICE OR FUNCTION OF THE CITY OTHER THAN THE PERSON AND THE ADDRESS ABOVE SHALL DISQUALIFY A RESPONSE FROM CONSIDERATION. PROPONENTS ARE ADMONISHED TO WHATEVER STEPS THEY DEEM NECESSARY IN ORDER TO TIMELY DELIVER THEIR PROPOSALS IN ACCORDANCE WITH THE ABOVE INSTRUCTIONS.

As of October 18, 2010, firms that intend to submit a Proposal should not contact any City employee other than to submit written questions in the manner specified in Section V of this RFP. A firm's failure to comply with this prohibition will result in its disqualification from further consideration. Firms that currently do business with the Trust Funds or the City's Treasury Department are excepted from this prohibition, but any communications between current contractors and the City must be limited exclusively to work that is being performed pursuant to the Scopes of Service for their existing contracts. A current contractor's failure to comply with this prohibition on communications will also result in its disqualification from further consideration.

Any proposals that are not completed or delivered in the manner specified in this RFP will be deemed non-responsive and will not be evaluated.

### **Non-Price Proposals**

Non-Price Proposals should be sealed inside separate, sealed envelopes labeled as follows:

#### **NON-PRICE PROPOSAL**

#### **RFP TO PROVIDE INVESTMENT CONSULTING SERVICES FOR TESTAMENTARY TRUST FUNDS**

**Submitted by: [NAME OF FIRM]**

**Submission Date: [DATE]**

The Non-Price Proposal shall contain absolutely NO reference to prices or proposed fees.

THE TEXT OF THE QUESTIONS AND/OR INFORMATION REQUESTS MADE IN THIS RFP SHOULD BE REPEATED IN THEIR ENTIRETY IN THE NON-PRICE PROPOSAL BEFORE EACH CORRESPONDING ANSWER OR RESPONSE.

### **Price Proposals**

Price Proposals should also be sealed inside separate sealed envelopes labeled as follows:

**PRICE PROPOSAL**

**RFP TO PROVIDE INVESTMENT CONSULTING SERVICES  
FOR TESTAMENTARY TRUST FUNDS**

**Submitted by: [NAME OF FIRM]**

**Submission Date: [DATE]**

**Public Record**

In accordance with Chapter 66, Section 10 and Chapter 4 of the Massachusetts General Laws, all Non-Price Proposals shall be deemed public records and shall be subject to requests for public disclosure upon delivery on the Submission Date. Non-Price Proposals shall be deemed public records and shall be subject to requests for public disclosure on the date that they are opened.

**Waiver/Cure of Informalities, Errors and Omissions**

The Collector-Treasurer reserves the right to waive or permit cure of minor informalities, errors or omissions prior to the selection of finalists. The Collector-Treasurer also reserves the right to conduct discussions, including negotiations, with any qualified proponents and to take any other measures with respect to this RFP in any manner necessary to serve the best interest of the Trust Funds.

**Rejection of Proposals**

The Collector-Treasurer reserves the right to reject any non-qualifying proposal, or to reject all proposals or to cancel this procurement.

**VIII. METHODOLOGY FOR EVALUATING PROPOSALS**

This section discusses the steps that will be used to evaluate the proposals, determine the most advantageous proposal and select the Investment Consultant.

**A. Screening Proposals for Responsiveness and Responsibility**

After opening the Non-Price Technical Proposals, the Collector-Treasurer will examine each proposal to determine whether it meets all of the submission requirements and minimum criteria specified in this RFP. **Any proposal that fails to include all of the information or documentation specified in the submission requirements will be deemed non-responsive and will be rejected.**

In evaluating the responsiveness of a proposal, the Collector-Treasurer may waive minor informalities or allow the Offeror to correct them. Minor informalities are minor deviations, insignificant mistakes, and matters of form that do not affect the substance of the proposal, and that can be waived or corrected without prejudice to other proponent firms or the Collector-Treasurer.

**B. Evaluation of Proposals Using Minimum Evaluation Criteria**

Minimum Evaluation Criteria reflect those standards or attributes that are essential to satisfactory performance of the contract to be entered into pursuant to this RFP. **If a proposal fails to satisfy any of the standards set forth as minimum criteria, it will automatically be eliminated from further consideration.**

**C. Evaluation of Proposals Using Selection Criteria**

All proposals that satisfy the requirements stated as minimum criteria will be evaluated further in accordance with the selection criteria.

Four rating categories will be used to evaluate each proposal that meets the minimum criteria. The rating categories are -- "Highly Advantageous," "Advantageous," "Not Advantageous," and "Unacceptable." They will be used to rate each selection criterion.

#### **D. Determining the Most Advantageous Proposal**

The most advantageous proposal shall be selected pursuant to the following process:

- a. A committee appointed by the Collector-Treasurer will evaluate proposals using the Minimum Evaluation Criteria.
- b. For those proposals that meet the Minimum Evaluation Criteria, the committee will then further evaluate proposals using the Selection Criteria and select finalists for consideration by the Collector-Treasurer.
- c. The Collector-Treasurer will select the most advantageous proposal overall, and may award the contract to a proponent other than the Proponent offering the lowest price.

#### **IX. MINIMUM EVALUATION CRITERIA**

Proponent firms must meet the following minimum evaluation criteria in order for their proposals to be given further consideration. Failure to meet any one of the minimum criteria will result in the proponent firm's immediate rejection:

1. As of June 30, 2010, the proponent firm must be providing investment consulting services to existing trust/endowments clients whose assets aggregate to at least \$5 billion.
2. As of June 30, 2010, the primary consultant to be assigned by the proponent firm to the Trust Funds' account (the "Primary Consultant") must have at least ten (10) years combined experience in (i) serving as Primary Consultant to public and/or private trust/endowment funds; and/or (ii) serving as chief executive officer, executive director or chief investment officer of a public and/or private trust/endowment fund with assets of at least \$500 million.
3. The proponent firm must provide consulting services to at least one (1) public trust/endowment fund.

#### **X. SELECTION CRITERIA**

The committee will apply the following criteria in the selection of a consultant.

##### **A. Basic Selection Criteria**

###### **1. Stability and General Experience of the Firm**

- Stability of the proponent firm, as measured by the quality of the organizational structure of the firm; the existence of, or potential for, significant developments in the firm; the expected financial stability of the firm during the term of the Contract; and the status of the firm as a "fiduciary".
- Experience of the proponent firm in providing consulting services to similar trust/endowments funds as measured by the firm's history of providing such services, and the similarity of the firm's clients to those of the Trust Funds.
- Absence of organizational issues; including as litigation or regulatory investigations and the absence of financial problems.

## **2. Stability, Depth and Experience of Personnel**

- Experience of Primary Consultant in providing consulting services to trust/endowment funds, as measured by the length of time the Primary Consultant has served as either a Primary Consultant to trust/endowment funds or as executive director, chief executive officer or chief investment officer of a trust/endowment fund; demonstrated expertise in providing such services to other trust/endowment funds; demonstrated organizational skills; and demonstrated ability to interact with both the staff and oversight body of trust/endowment fund clients.
- Experience of supporting personnel in providing consulting services as measured by the length of time dedicated support staff has provided such services to trust/endowment funds.
- Accessibility of Primary Consultant, as measured by the client ratio(s) of the Primary Consultant, and the home office of the Primary Consultant.
- Depth of personnel, as measured by the firm's consultant/client and personnel/client ratios.

## **3. Client Relations and References**

- Stability of the proponent firm's client base, as measured by the number of clients gained or lost since January 1, 2000.
- Quality of references from clients as measured by responses relating to quality of consulting services, ability to anticipate issues as opposed to reacting to issues, quality of client services, and the knowledge and accessibility of the Primary Consultant.

## **4. Proposer's Independence of Judgment and Freedom from Conflicts of Interest**

- The extent of a proponent firm's reliance on revenues from sources which may have interests that conflict with those of the Trust Funds, including business activities other than consulting (e.g. money management, brokerage), the existence of contractual or other relationships between the proposer and money management and brokerage firms, or the sale of data or databases to money management firms.

### **B. Additional Criteria**

- Experience of the proponent firm and Primary Consultant in providing general consulting services, as measured by the length of time the firm and the Primary Consultant have provided such services or, in the case of the Primary Consultant, as chief executive officer, executive director or chief investment officer of a trust/endowment fund.
- Resources and knowledge of the proponent firm and Primary Consultant with respect to the formulation of investment policies.
- Resources and knowledge of the proponent firm and Primary Consultant with respect to the formulation of an Asset Allocation Plan, including knowledge of the capital markets, capital market theory and practice, actuarial issues, and asset allocation issues specific to public trust/endowment funds with significant unfunded liabilities.

- Quality and usefulness of the materials provided to the Collector-Treasurer under this RFP.
- Ability and resources to provide continuing education to Collector-Treasurer and staff, and to keep the Collector-Treasurer advised on ongoing developments in the trust/endowment field.
- Resources and knowledge of the firm and Primary Consultant including the quality and breadth of the firm’s available database of Public Market Managers, the knowledge of the firm and the Primary Consultant of Public Market Portfolios and Managers, including the ability to provide oversight to the City Trust Funds’ Public Market Managers, and the ability of the firm to support its methodology for providing consulting services in the selection of Public Market Managers, including the performance of due diligence.

**XI. Price Proposal**

Price Proposals will be taken into account by the committee as a factor in its selection and rating of finalists and in its recommendations to the Collector-Treasurer. The committee will consider an annual all-inclusive fixed price for the consulting services referenced in this RFP. The selection of finalists and the selection of a firm to act as consultant to the Trust Funds will not be based solely on which firm(s) submits the lowest price proposal; the Price Proposal will be considered as one criterion among all of the selection criteria.

**The Price Proposal must be submitted in the form attached as Exhibit A to this RFP.**

**XII. Non-Price Proposal: General Requirements**

The purpose of the Non-Price Proposal is to demonstrate the qualifications, competence and capacity of the proponent firms seeking to provide investment consulting services as described in this RFP. Accordingly, the substance of these proposals will carry more weight than their form or manner of presentation. The Non-Price Proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to the Trust Funds. It should also specify the firm's approach to meeting the requirements set forth in the Scope of Services Section VI of this RFP, captioned “Scope of Services.”

While additional data may be presented, the following subjects must be included in the Non-Price Technical Proposal in the same order as listed below:

**A. Executive Summary**

Please submit an executive summary consisting of not more than 3 one-sided pages, which summarizes the contents of the Non-Price Proposal with the firm’s name identified on the top of the first page.

**B. Stability and Experience of the Firm**

1. Name of the firm, its address, telephone and fax numbers, email address, and primary contact for the request for proposal.
2. List your regional offices.
3. How long has the firm been in business?
4. Explain your organization’s present ownership structure, including affiliates and subsidiaries.

5. How many years has the firm been providing investment consulting services? To tax-exempt clients? To public trust/endowment fund clients? Please include the categories of services available to such clients during this period.
6. Please list any services provided to the City within the last five years. For each service provided, the firm shall indicate the scope of the work, the dates, the location of the office and the principal client contact.
7. Please describe the financial condition of the firm and include a copy of the firm's financial statement for the three most recent annual reporting periods.
8. Please describe any significant developments in your organization which have occurred since January 1, 2005 (changes in ownership, personnel reorganization, etc.).
9. Please describe any anticipated near term changes in your organization's basic ownership structure or any other significant changes in our organization.
10. Do you have any affiliations with investment managers, trusts, brokerage firms, etc? If so, how do you avoid conflicts of interests?
11. Do you have any financial relationships with outside broker/dealer or commission recapture firms? If yes, identify the percent of your revenue that is derived from these relationships.
12. Are you registered with the SEC as an investment advisor? If so, provide your Form ADV Part II. If not, what is the fiduciary classification, if any? Also, please state whether or not the employees comply with the Code of Ethics and Standards of Professional Conduct of the Association of Investment Management and Research (AIMR). Please provide a copy of your Code of Ethics.
13. Is providing investment advisory services currently one of your organization's principal lines of business?
14. What investment consulting services do you provide?
15. What percentage of your organization's revenues is attributable to the investment advisory practice?
16. Does your organization provide trust, investment management or securities brokerage services (including commission recapture)? If so, please identify and explain all such services provided.
17. What percentage of last year's revenues was attributable to such trust, investment management or securities brokerage services?
18. Does your organization receive revenue from money management firms? Such services would include strategic consulting fees, conference fees, or fees to be included in databases. If yes, identify the percent of your revenue that is derived from these relationships.

19. Does your organization provide any other services or engage in any other lines of business aside from investment advisory services, trust, investment management, or securities brokerage services? If so, please describe such services and the percentage of last year's revenues that was attributable to such services.
20. Does your organization have any clients or associations that could present a conflict of interest and possibly compromise the objectivity of its advice to the City of Boston or its various trustee boards? If so, please explain.
21. Does your organization receive any products or services from any investment managers? If so, identify each such service and whether compensation is paid and, if paid, the amount of compensation paid.
22. Does your organization carry a fiduciary liability or any other insurance that could be beneficial to the Trust Funds? If so, please describe the insurer, the type of insurance coverage, the beneficiary of such coverage, the limits of such coverage and the deductible amount under such coverage. Will you supply a copy of the policies for review if requested? Does such insurance require notice of pending cancellation to your clients or is it subject to modification to require such notice? If so, would you agree to require such notice to the Collector-Treasurer?
23. Since January 1, 2005, has the firm, the Primary Consultant, or other officer or principal been involved in any litigation or other legal proceedings or government investigation involving allegations of fraud, negligence, criminal activity or breach of fiduciary duty relating to services provided to trust/endowment funds? If so, provide an explanation for each and indicate the current status.
24. Please list your Massachusetts-based public fund clients and size of the portfolios on which your organization consults for them.
25. Please list your other public fund clients and size of the portfolios on which your organization consults for them.

**C. Depth and Experience of Personnel**

26. Please name and include a brief resume of the person you propose to be Primary Consultant for the Trust Funds. Please state which of the firm's offices would service this account.

27. Please list the firm's employees with specific expertise in the areas listed below.

- Asset Allocation
- Actuarial Services
- Economic Forecasting
- Performance Attribution
- Domestic Equity
- Domestic Fixed Income
- International Equity
- International/Global Fixed Income
- Emerging Markets
- Derivatives
- Alternative Investments
- Real Estate and REIT's
- Hedge Funds and Hedge Fund of Funds
- Special Situations Investing
- Securities Lending
- Commission Recapture
- Transition Management
- Rebalancing
- Commodities

In addition, please provide an organizational chart showing functions, positions, and titles of all personnel involved in trust/endowment consulting services.

28. Please identify all principals of the firm and designate which individuals, including research and systems support personnel, will be committed to the Trust Funds' account. Include the length of experience in trust/endowment consulting services, any specialty expertise they possess, and the highest educational degree they have attained.

<u>Name</u>	<u>Title</u>	<u>Years With Firm</u>	<u>Consulting Experience</u>	<u>Education</u>
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29. Please provide biographical data on all the individuals listed above. Include a list of articles published by such individuals in financial journals on topics related to the trust/endowment funds or issues otherwise related to institutional investing.

30. Please explain how the team dedicated to the Trust Funds account would function, including Primary Consultant, back-up, research and support services.

31. What are the procedures for addressing the Trust Funds issues when the Primary Consultant or other assigned personnel are traveling or unavailable?

32. Will the Primary Consultant committed to the Trust Funds account consult for the Trust Funds exclusively? If not, how many client relationships will the Primary Consultant have other than the Trust Funds? What are the client/consultants and client/support personnel ratios for the firm?

33. Please provide an estimate of the percentage of the Primary Consultant's time, as well as the time of other dedicated consultants, to the Trust Funds account.

34. Please list the Primary Consultant's current clients and engagements by asset size, type of client (e.g., public fund, corporate fund, endowment) and type of engagement (e.g., general consulting services, project-based service).
35. Please describe the firm's back-up procedures in the event the key personnel assigned to the Trust Funds should leave the firm. If applicable, give an example of a situation where this procedure has been utilized.
36. Please indicate the turnover of professional staff (senior management and consulting personnel) over the past five years as follows.

Person	Position	Date Left	Reason for Leaving	Replaced by
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37. Describe the firm's compensation arrangements for senior management and the Primary Consultant, including any incentive and other bonuses and how and for what they are awarded. Does staff participate in equity ownership? If ownership is not available, is there a specific arrangement for sharing in the profits earned by the enterprise? What specific incentives are employed to ensure key professionals do not leave the firm?
38. Please list all consultants who have left your staff during the past three years. Include their reasons for leaving, and present employer (if known).

**D. Research and Training Capabilities**

39. Describe the internal structure and organization of the firm's research department, (if no separate department exists, describe how this function is structured). What percent of the firm's revenues are annually reinvested in the firm's research function?
40. Describe the manner in which internal and external resources and sources of information are used in the research process. How does the firm integrate internal and external research?
41. Please describe in detail the type and frequency of research that would be provided to Trust Funds. Through what media is it provided? Does the firm provide research reports other than those specifically requested by the client? If so, please describe. What research and analytical resources (including databases) does the firm possess that the firm would be willing to provide to Trust Funds?
42. Outline the process for monitoring and reporting on market trends. Describe the capabilities for reporting and tracking international trends and influences.
43. Describe the firm's computer capabilities and relate them to the consulting services or products. Does the firm provide any customized computer-based analytical tools to clients? If so, please include in the description the computer language in which the programs are written. Describe the services the firm provides over the internet that are accessible by the Trust Funds on-line.
44. Does your organization offer training of trustees as it relates to their fiduciary responsibilities?
45. Describe the program and materials available to facilitate training.

**E. Performance Track Record**

46. How does the firm evaluate the quality of its consulting services? Please describe any benchmarks the firm has developed to evaluate its performance and the performance of its Primary Consultants.
47. Please list the gross and net performance of each of the firm's five largest public fund, corporate fund, and endowment clients for one, three, five, seven, ten and fifteen year periods ending December 31, 2009. Please specify total fund performance. To preserve client confidentiality, it is not necessary to identify clients other than the category in responding to this quarter.
48. Please list the gross and net performance of each of the Primary Consultant's five largest clients for one, three, five, seven, ten and fifteen year periods ending December 31, 2009. Please specify total fund performance. To preserve client confidentiality, it is not necessary to identify clients other than the category in responding to this quarter.
49. What is the firm's competitive advantage in providing consulting services to the City Trust Funds?

**F. General Consulting Services**

50. Please outline the Work Plan (including a time line) for accomplishing each of the following:
  - (a) reviewing and critiquing the Trust Funds' Investment Policy and Procedures and related criteria;
  - (b) preparing the Trust Funds' Asset Allocation Plan;
  - (c) preparing the Trust Funds' Annual Asset Allocation Optimization and analyzing and critiquing the Trust Funds' public markets portfolio structure and managers.
51. Describe the firm's methodology and sources of data for analyzing and evaluating your clients' portfolio performance, including the incorporation of illiquid assets such as real estate and alternative investments.
52. Outline your firm's process for maintaining and providing a continuous review of your clients' investment policies, objectives and criteria.
53. Describe the firm's process and sources of data for analyzing, monitoring and reporting numerical and operating performance of clients' public market investment portfolios.
54. Describe how benchmarks are chosen or developed and how performance is compared to similar portfolios. Can the firm provide custom benchmarks? Style benchmarks? Please indicate whether the firm has ever developed such benchmarks and, if so, provide a description of such benchmarks developed. What benchmarks would you recommend for the Trust Funds' public Market and Portfolios Managers?
55. Does the firm have trust/endowment fund clients with international stock portfolios? International fixed income portfolios? Please discuss in detail the firm's overall

experience and expertise in international investments, including emerging markets, hedging, derivatives and trading.

56. Describe the firm's process for the evaluation and selection of public market investment managers for a client. Include how the firm evaluates a manager's personnel and organization, investment philosophy, investment style(s) and products, research and/or modeling capabilities, financial condition, assets under management, type of clients, client service, and fees. Relate the process to a client's goals, objectives, investment policy and fiduciary responsibility.
57. Please discuss the firm's views on active vs. passive management and when it is appropriate to use each and how to determine the optimal mix.
58. Describe your firm's methodology and sources of data for analyzing and evaluating a potential manager's performance. Discuss how the firm verifies the accuracy and appropriateness of a manager's performance history submitted by a manager in a response to a request for proposal.
59. Does the firm maintain a database of investment managers and advisors? How many managers and advisor are contained in the database? Please separate the managers and advisors by portfolio, style, capitalization and any other specialty designation (e.g., domestic equity, large capitalization, growth). How often is this database updated?
60. Describe how the firm gathers, verifies, updates, maintains and analyzes the data collected on managers for the database, including international and currency overlay managers. Describe the screening variables and capabilities of the database. Describe the capability of providing custom client reports. Describe the peer groups included in the database. How are minority-owned, woman-owned, and disabled veteran-owned firms incorporated in the database?
61. Please discuss the firm's views on performance-based fees, flat fees with or without performance bonuses, or any other fee structures the firm may recommend. Provide recommendations on other methods for approximately aligning investment manager's economic interests and for appropriately aligning investment managers' economic interests and for lowering investment management costs.
62. Please discuss the firm's views on appropriate benchmarks for both domestic and international equity and fixed income portfolios, including market indices, style-related benchmarks, and normal portfolios.
63. Please discuss the firm's experience and capability for providing advice on establishing investment guidelines.
64. Please describe the firm's process for monitoring investment managers for a client. Relate the process to a client's goals, objectives, and investment policy. Specifically, include the monitoring of performance, risk, style integrity, contract compliance, account restrictions, activities creating potential conflicts of interest, reporting requirements, and trading costs (including foreign exchange).
65. Describe the firm's experience and capabilities in analyzing and monitoring international managers, including currency effects, the use of hedging, authorized countries, emerging markets, and appropriate benchmarks.

66. Please discuss in detail the firm's performance attribution analysis. How does it handle international stock and bond portfolios and portfolios containing derivative instruments such as futures and options?
67. Describe the firm's criteria for recommending a manager be placed on probation, removed from probation, or replaced.
68. Describe how the firm would advise a client regarding minimizing trading costs (including foreign exchange) both on an ongoing basis and during a manager transition. Include a discussion on crossing and aggregating trades among internal and external accounts. What is the firm's position on the use of a client's commission dollars to purchase research or services for the use of the money manager?
69. Please describe the firm's internal system for monitoring manager compliance with guidelines and style consistency.
70. Describe the firm's expertise and experience in advising clients in custodial services and securities lending programs.
71. Provide a simulated sample of your quarterly reports illustrating the material set forth in this RFP.

**G. Client Relations and References**

72. Please indicate in the chart below the composition of the firm's client base using the number and percentages of clients. Please explain if the firm's client base is heavily weighted to any particular type of investor.

<u>Client Type</u>	<u>Number</u>	<u>Percentage</u>
Public Trust/Endowment Funds	_____	_____
Corporate Trust/Endowment Funds	_____	_____
Endowments	_____	_____
Other (Specify)	_____	_____
TOTAL	_____	_____

73. Please provide a current list of the 10 largest clients including name, contact, telephone number, asset value, number of years the client has retained your firm, and product or service the client uses. In addition, include all of the information for your public fund clients regardless of their size. The Collector-Treasurer may contact any of these clients as references.
74. Please give details on the number, name(s) and asset values of any client relationships that were either terminated or not renewed in the last three years with reasons for the termination or non-renewal.
75. Please give details on the number, name(s) and asset values of any new client relationships gained in the last three years.
76. Explain the firm's goals and desires for expansion, particularly how such goals pertain to accepting new client business and the quality of service to all clients. Is there a limit to the number of new clients the firm will accept? At what point will the firm need to add

additional staff? What are the client/consultant ratios of both the firm and the proposed Primary Consultant?

## **EXHIBIT A: FORM OF PRICE PROPOSAL**

1. The firm shall charge \$\_\_\_\_\_ per year for each of the three years of the contract term. This annual contract price shall not be subject to change during the term of the contract.
2. Should the City exercise its option to renew and extend the contract term for an additional two-year period, the firm shall charge \$\_\_\_\_\_ per year for years four and five of the extended contract term. This contract price shall not be subject to change during the extended term of the contract.

The above contract prices will be paid quarterly during each year, in arrears. The above contract prices shall include all direct costs and out-of pocket expenses. No separate reimbursement(s) will be paid for direct costs and out-of pocket expenses. The Investment Consultant will be required to submit an invoice scheduling the firm's services prior to receiving each quarterly payment.

## **EXHIBIT B: FORM OF PUBLIC NOTICE**

### **REQUEST FOR PROPOSALS INVESTMENT CONSULTING SERVICES FOR TESTAMENTARY TRUST FUNDS**

The City of Boston, Massachusetts (the “City”), acting by and through its Temporary Collector-Treasurer (the “Official”) hereby requests proposals for a consultant (the “Consultant”) to provide investment consultant services in connection with the more than 270 testamentary bequests that have been entrusted to the City for the benefit of its citizens (the “Trust Funds”), as more particularly set forth in the Request for Proposals captioned above, dated October 18, 2010 (the “RFP”). The RFP may be obtained at the Office of the Collector-Treasurer, City Hall Room M-35, One City Hall Square, Boston, Massachusetts 02201-1020 ((617) 635-4140; [vivian.leo@cityofboston.gov](mailto:vivian.leo@cityofboston.gov)) commencing at 12 o'clock noon Eastern Daylight Time (EDT) on that date. The RFP shall remain available until the time specified below for the submission of proposals. Questions regarding the RFP should be delivered in the manner specified under the heading “Questions,” in the RFP. Sealed proposals shall be submitted in the manner provided for below, in accordance with the RFP.

The Consultant’s responsibilities with respect to the Trust Funds shall include, but not be limited to, the following: (1) recommending general investment policies and procedures; (2) preparing annual asset allocation plans; (3) preparing annual asset optimization plans; (4) attending trustee board meeting in Boston upon request; (4) performing general research and analysis, and providing advice on specific matters relating to the administration and operation of the Trust Funds, up on request; (5) preparing quarterly reports evaluating the performance of Trust Fund portfolios, and evaluating public market strategies; (6) providing quarterly performance analysis; (7) overseeing and evaluating the performance of investment managers; (8) assisting with the selection of investment managers; and (9) assisting with the selection of the custodial institutions.

One (1) original and five (5) photocopies of each proponent’s price and non-price proposals, and one (1) electronic copy in “.PDF” file format on compact disc of the non-price proposal only, must be submitted no later than 12:00 o'clock noon, EDT, November 5, 2010 (the “Submission Date”) to the Official at the Office of the Collector-Treasurer, City Hall Room M-35, One City Hall Square, Boston, Massachusetts 02201-1020. The Official will open those proposals received at or before 12 o'clock noon on the Submission Date in City Hall Room M-35 immediately after the deadline for the submission of proposals. The award will be made subject to the successful completion and execution of a contract and any related documentation. Any proposals that fail to conform to the provisions and/or the Minimum Evaluation Criteria specified in the RFP will be rejected. The Official also reserves the right to cancel the procurement, to reject in whole or in part any and all responses to the RFP, and to waive minor informalities in any response. The maximum time for the award of a contract after the opening of bids shall be ninety (90) days, unless the Official shall request an extension of such period in writing, and price proposals shall remain effective for the entire ninety (90) day period. The award of the contract shall be subject to the approval of the Mayor of the City of Boston.

Unless the Official rejects all proposals and cancels the RFP, the contract executed by the City and the Consultant shall have a term of three (3) years, with one option to renew and extend the contract for a two -year period, said option exercisable solely by the City at the Official’s discretion, for a total possible combined contract term of five years. The exercise of the option for

renewal and extension of the contract shall not be subject to agreement or acceptance by the selected firm.

Vivian Leo  
*Temporary Collector-Treasurer*

**EXHIBIT C: Form CM-09**

*(on following three pages)*

CITY OF BOSTON /COUNTY OF SUFFOLK

**CONTRACTOR CERTIFICATION\***

To the Official, acting in the name and behalf of the City of Boston/County of Suffolk:

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

See Request for Proposals to Provide Financial Advisory Services dated June 1, 2009

\_\_\_\_\_

for description of services to be provided.

\_\_\_\_\_

(Official will describe work here prior to issue)

in accordance with the terms of the accompanying contract documents.

- A. The Contractor is a/an \_\_\_\_\_

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

1. If the Contractor is a Partnership, state name and residential 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:

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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 residential address of all Trustees:

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

- C. 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:

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- D. 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:\_\_\_\_\_.

- E. Pursuant to M.G.L. c.60, §93, the undersigned certifies 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 further may apply any amount owing and payable to the Contractor to satisfy any monies owed to the City.

- F. Pursuant to M.G.L. c.62C, §49A, the undersigned certifies under the penalties of perjury that

to the best of his/her knowledge and belief all state tax returns have been filed and all state taxes required under law have been paid. (NOTE: The Taxpayer Identification Number will be furnished to the Massachusetts Department of Revenue to determine compliance with the above-referenced law).

Contractor: \_\_\_\_\_

By: \_\_\_\_\_  
(Sign Here)

Business Address: \_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City, State and Zip Code)

**NOTE: This statement must bear the written 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 FEBRUARY, 1998  
THIS FORM IS VOID AND WITHOUT LEGAL EFFECT IF ALTERED IN ANY WAY

**EXHIBIT D: Form CM 10 and 11 and Addendum thereto**

*(on following three pages)*

**[\*NOTE: This form should be included with all contracts awarded without advertising.]**



# STANDARD CONTRACT

## CITY OF BOSTON/COUNTY OF SUFFOLK

(FORM CM 10 and 11)

**CONTRACT NO.** \_\_\_\_\_

DEPARTMENT - INVOICE MAILING ADDRESS <b>Treasury Department          City Hall Room M-35          One City Hall Square          Boston, MA 02201</b>	SERVICE LOCATION ADDRESS <p style="text-align: center;"><b>same</b></p>
---	--

CONTRACTOR'S NAME AND ADDRESS <div style="border: 1px solid black; height: 40px; width: 100%;"></div>	PLEASE INCLUDE ZIP CODE
--	----------------------------------

BY	Account	Fund	Org	Program	Sub-CI	Project/Grant	Amount

FIN or SSN \_\_\_\_\_

Vendor ID \_\_\_\_\_

DESCRIPTION OF SERVICES FOR WHICH CITY/COUNTY AGREES TO PAY IF RENDERED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS ATTACHED AND/OR INCORPORATED BY REFERENCE (continue on separate 8½" x 11" sheet(s) if necessary)	TERM  (M/D/YY) 01/01/11  thru 12/31/13
<i>(continued on attached Addendum to Standard Contract General Conditions.)</i>	TOTAL AMOUNT NOT TO EXCEED \$
* INSERT BASIS OF COMPENSATION: \$                      PER HOUR / \$                      PER DIEM	

<b style="text-align: center;">AUDITOR</b>  APPROVED AS TO AVAILABILITY OF APPROPRIATION OR PURSUANT TO ARTICLE 12.2 OF THE GENERAL CONDITIONS  IN THE AMOUNT OF  \$ _____  _____ SIGNATURE  _____ DATE	<b style="text-align: center;">CONTRACTOR</b>  AGREES TO PROVIDE THE SERVICES AS INDICATED IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS. <u>(IF CORPORATION, ATTACH AUTHORITY TO SIGN.)</u>  _____ SIGNATURE  _____ TITLE  _____ DATE	<b style="text-align: center;">AWARDING AUTHORITY/OFFICIAL</b>  ATTACH APPROVED LETTER OF AWARD AND OTHER REQUIRED DOCUMENTS.  _____ SIGNATURE  _____ DATE
---	---	--

- ATTACHMENTS: ( ✓ CHECK ALL APPLICABLE DOCUMENTS ATTACHED)**
- |   |  |  |
|---|--|--|
| <input type="checkbox"/> AWARD LETTER                     | <input type="checkbox"/> REGISTER OF PROPOSALS               | <input type="checkbox"/> PERFORMANCE BOND                          |
| <input type="checkbox"/> ADVERTISEMENT                    | <input type="checkbox"/> BID RESPONSE FORM                   | <input type="checkbox"/> CERTIFICATE OF AUTHORITY                  |
| <input type="checkbox"/> DETERMINATION TO USE RFP         | <input type="checkbox"/> PROPOSAL/APPLICATION                | <input type="checkbox"/> NO-RISK CERTIFICATE                       |
| <input type="checkbox"/> JUSTIFICATION FOR REQ. CONTRACTS | <input type="checkbox"/> CONTRACTOR CERTIFICATION            | <input type="checkbox"/> INSURANCE CERTIFICATE(S)                  |
| <input type="checkbox"/> LIVING WAGE FORMS                | <input type="checkbox"/> PURCHASE DESCRIPTION/SPECIFICATIONS | <input type="checkbox"/> REQUIREMENTS CONTRACTS GENERAL CONDITIONS |
| <input type="checkbox"/> BID OPENING CERTIFICATE          | <input type="checkbox"/> EVALUATION CRITERIA (RFP'S)         | <input type="checkbox"/> SPECIAL AGREEMENT(S)                      |

**CITY OF BOSTON/COUNTY OF SUFFOLK**

FORM CM 11

[\*NOTE: This form should be included with all contracts awarded without advertising.]

# STANDARD CONTRACT GENERAL CONDITIONS

## ARTICLE 1 -- DEFINITION OF TERMS:

1.1 The following terms or pronouns used in their stead wherever they appear in these Contract documents shall be construed as follows:

1.1.1 "City" shall mean the City of Boston or the County of Suffolk.

1.1.2 "Contract" and "Contract Documents" shall include, as applicable, all Advertisements, Invitations for Bids, Requests for Proposals, Proposals, Applications, Purchase Description/Specifications, Evaluation Criteria, Performance Bonds, General Conditions/Special Agreements/Requirements Contract General Provisions, letter to the Mayor of Boston concerning the award of the Contract, and all amendments thereto, which documents are incorporated herein by reference.

1.1.3 "Contractor" shall mean the individual, partnership, corporation or other entity to whom 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 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.

## ARTICLE 3 -- ACCEPTANCE OF SERVICE:

3.1 The City shall have a reasonable opportunity to inspect all service performed by and work product of the Contractor and accept or reject such service or work product.

## ARTICLE 4 -- TIME:

4.1 It is understood and agreed that all specified times or periods of performance are of the essence of this Contract.

## ARTICLE 5 -- COMPENSATION:

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

5.2 Thereupon the Official shall estimate the value of services accepted by the City, 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 services performed 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.

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.

5.5 The Contractor shall furnish such information, estimate or vouchers relating to the 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.

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.

6.4 Any waiver, expressed or implied, by the City or the Official of any rights, terms or conditions of this Contract shall not operate to waive such rights, terms or conditions or any other rights, terms or conditions, beyond the specific instance of waiver.

## 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 all loss resulting from any cause before performance of services is completed and after performance of services if the service or work product fails to conform to specifications.

7.3 The Contractor shall assume the defense of and hold the City, its officers, agents or employees, harmless from all suits and claims against them or any of them arising from any act or omission of the Contractor, its agents or employees in any way connected with performance under this Contract.

## ARTICLE 8 - REMEDIES OF THE CITY:

8.1 If the Contractor shall provide services in a manner which is not to the satisfaction of the Official, the Official may request that the Contractor furnish services at no additional cost to the City until approved by the Official. If the Contractor shall fail to provide services or shall provide services which are not satisfactory to the Official, the Official, in the alternative, may make any reasonable purchase or Contract to purchase 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.

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 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 within fourteen (14) days after its occurrence.

8.4 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.

## 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.

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).

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, religious creed, national origin or age. 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, employee or any other party, 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 protect 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 of the Contractor, his 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), 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.

## ARTICLE 12 -- AVAILABLE APPROPRIATION:

12.1 This Contract is subject to the availability of an appropriation therefor.

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.

**Addendum to Standard Contract General Conditions**

The Request for Proposals to Provide Investment Consulting Services for Testamentary Trust Funds dated October 18, 2010 (the "RFP"), the public notice advertising the RFP, the Non-Price and Price Proposals submitted by the Contractor on \_\_\_\_\_, 2010 in response to the RFP, [additional documents/correspondence submitted by successful respondent, if any], and the award letter to the Mayor of even date, are incorporated herein as if set forth in their entirety.

**Compensation**

1. The firm shall charge \$\_\_\_\_\_ per year for each of the three years of the contract term. This annual contract price shall not be subject to change during the term of the contract.
2. Should the City exercise its option to renew and extend the contract term for an additional two-year period, the firm shall charge \$\_\_\_\_\_ per year for years four and five of the extended contract term. This contract price shall not be subject to change during the extended term of the contract.

The above contract prices will be paid quarterly during each year, in arrears. The above contract prices shall include all direct costs and out-of-pocket expenses. No separate reimbursement(s) will be paid for direct costs and out-of-pocket expenses. The Investment Consultant will be required to submit an invoice scheduling the firm's services prior to receiving each quarterly payment.

[CONTRACTOR]

\_\_\_\_\_  
NAME:

TITLE:

CITY OF BOSTON, MASSACHUSETTS

\_\_\_\_\_  
Vivian Leo

*Temporary Collector-Treasurer*

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**EXHIBIT E: Certificate of Good Faith**

**CERTIFICATE OF GOOD FAITH**

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

Dated: October \_\_, 2010

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Name:  
Title:

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**EXHIBIT F: Form CM 6 – Certificate of Authority (For Corporations Only)**

**CERTIFICATE OF AUTHORITY  
(For Corporations Only)**

\_\_\_\_\_, \_\_\_\_\_  
(Current Date)

At a meeting of the Directors of the \_\_\_\_\_  
(Name of Corporation)

duly called and held at \_\_\_\_\_  
on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at  
which a quorum was present and acting, it was VOTED, that

\_\_\_\_\_  
(Name)

the \_\_\_\_\_ of this corporation is hereby  
(Office) authorized and empowered to make, enter into, sign, seal and deliver in behalf of  
this  
corporation a contract for investment consulting services for testamentary trust funds

\_\_\_\_\_  
(Describe Service)

with the City of Boston, and a performance bond in connection with said contract. I do hereby  
certify

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

\_\_\_\_\_  
(Name)

is the duly elected

\_\_\_\_\_  
(Office)

of this corporation.

Attest:

**(Affix Corporate Seal Here)**

\_\_\_\_\_  
(Clerk) (Secretary) of the Corporation

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

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**EXHIBIT G: Documents Regarding City of Boston Jobs and living Wage Ordinance**

*(next 8 pages)*



# 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 \$12.79 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 \$13.02 on July 1, 2010.
- 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.
- 10. QUARTERLY AND BIENNIAL REPORTS (FORMS LW-9, LW-9A):** Covered Vendors shall provide Quarterly or Biannual reports to the Living Wage Administrator of their employment activities. Not-for-profit vendors with 50 or more FTEs and all for-profit vendors shall be required to provide such reports quarterly. Not-for-profit vendors with less than 50 FTEs shall be required to provide such reports biannually.
- 11. IMPORTANT TAX INFORMATION/EARNED INCOME CREDIT:** Certain employees who earn less than \$49,000 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.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. REGULATIONS:** The Jobs and Living Wage Regulations are available during normal business hours at the Office of the Living Wage Division.



# CITY OF BOSTON JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION ● (617) 918-5259

## COVERED VENDORS LIVING WAGE AGREEMENT

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

### Part 1: Covered Vendor (or Subcontractor) Information:

Name of Vendor: \_\_\_\_\_

Local Contact Person: \_\_\_\_\_

Address \_\_\_\_\_  
Street City Zip

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

E-Mail: \_\_\_\_\_

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

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

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

JOB TITLE	< \$13.02 p/h	\$13.02 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:

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

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Describe the potential for advancement and raises for Covered Employees:

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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:

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**Part 5: Service Contracts:**

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

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

**NOTE:** Any Covered Vendor awarded a Service Contract must notify the Contracting Department within three (3) working days of signing a Service Subcontract with a Vendor.

**IMPORTANT:** Please print in ink or type all required information. Assistance in completing this Form may be obtained by calling, The Living Wage Administrator, The Living Wage Division of the Office Of Jobs And Community Services, telephone: (617) 918-5259 or your Contracting Department.

**Part 6:** The following statement must be completed and signed by an authorized owner, officer or manager of the Covered Vendor. The signature of an attorney representing the Covered Vendor is **not** sufficient:

I, (print or type) \_\_\_\_\_ (*Authorized Representative of the Covered Vendor*) on behalf of (print or type) \_\_\_\_\_ (*name of Covered Vendor*)

hereby state that the above-named, Covered Vendor is committed to pay all Covered Employees not less than the Living Wage, subject to adjustment each July 1, and to comply with the provisions of the Boston Jobs And Living Wage Ordinance.

I swear/affirm that the information which I am providing on behalf of Covered Vendor on this *Covered Vendor Agreement* is true and within my own personal knowledge. I understand that I am signing under the pains and penalties of perjury.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position with Covered Vendor



# CITY OF BOSTON JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION • (617) 918-5259

## VENDORS LIVING WAGE AFFIDAVIT

Any for-profit or any not-for-profit Vendor who employs at least 25 full-time equivalents (FTE) who has been awarded a Service Contract of \$25,000 or more from the City of Boston must comply with the provisions of the Boston Jobs And Living Wage Ordinance which requires any such Vendors to pay at least the **Living Wage which is \$13.02 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):

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**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:

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**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):

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**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: \_\_\_\_\_

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**EXHIBIT H: Documents Regarding CORI Compliance**

*(next 3 pages)*

**CM FORM 15A**

**CORI COMPLIANCE**

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

**CERTIFICATION**

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Name of Business)

**NOTE:**

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

**Instructions for Completing CM Form 15B:**

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

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

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

## **CM FORM 15B**

### **CORI COMPLIANCE STANDARDS**

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

1. The Vendor does not conduct a CORI check on an Applicant unless a CORI check is required by law or the Vendor has made a good faith determination that the relevant position is of such sensitivity that a CORI report is warranted.
2. The Vendor reviews the qualifications of an Applicant and determines that an Applicant is otherwise qualified for the relevant position before the Vendor conducts a CORI check. The Vendor does not conduct a CORI check for an Applicant that is not otherwise qualified for a relevant position.
3. If the Vendor has been authorized by the CHSB to receive CORI reports consisting solely of conviction and case-pending information and the CORI report received by the Vendor contains other information (i.e. cases disposed favorably for the Applicant such as Not Guilty, Dismissal) then the Vendor informs the Applicant and provides the Applicant with a copy of CHSB's information for the Applicant to pursue correction.
4. When the Vendor receives a proper CORI report of an Applicant that contains only the CORI information that the Vendor is authorized to receive and the Vendor is inclined to refuse, rescind, or revoke the offer of a position to an Applicant, then the Vendor complies with 803 CMR 6.11 by, including, but not limited to, notifying the Applicant of the potential adverse employment action, providing the Applicant with a photocopy of the CORI report received by the Vendor, informing the Applicant of the specific parts of the CORI report that concern the Vendor, providing an opportunity for the Applicant to discuss the CORI report with the Vendor including an opportunity for the Applicant to present information rebutting the accuracy and/or relevance of the CORI report, reviewing any information and documentation received from the Applicant, and documenting all steps taken to comply with 803 CMR 6.11.
5. The Vendor makes final employment-related decisions based on all of the information available to the Vendor, including the seriousness of the crime(s), the relevance of the crime(s), the age of the crime(s), and the occurrences in the life of the Applicant since the crime(s). If the final decision of the Vendor is adverse to the Applicant and results in the refusal, rescission, or revocation of a position with the Vendor then the Vendor promptly notifies the Applicant of the decision and the specific reasons therefor.

**CM FORM 15C**

**CORI COMPLIANCE WAIVER**

The undersigned awarding authority hereby certifies that exigent circumstances exist warranting the grant of a waiver from the provisions of CBC 4-7.3 for the attached contract. This form must be completed in full and attached to CM Form 15A for any contract between the City and a Vendor who has not checked line 1 or 2 on said CM Form 15A. Pursuant to CBC 4-7.4, the undersigned must explain in summary the contract terms in the space below, attaching additional sheets if necessary, the details of the Vendor's failure or refusal to conform with the City's CORI-related standards, and a brief analysis of the exigency causing the grant of waiver.

1. Summary of the terms of the contract

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2. Details of the Vendor's failure or refusal to conform to the City's CORI-related standards:

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3. Explanation of the exigency causing the grant of this waiver:

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\_\_\_\_\_  
Awarding Authority

AUDITING USE ONLY: COPY TO OCR_____ COPY TO CITY COUNCIL STAFF DIRECTOR_____
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