

CITY OF BOSTON
PARKS & RECREATION DEPARTMENT



COPLEY SQUARE WINTER ACTIVATION
PROJECT

REQUEST FOR PROPOSALS CSWAP2018
RESPONSE DEADLINE: 10/11/2018 BY 2:00PM EST

Martin J. Walsh, Mayor

Christopher Cook, Commissioner

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I. INTRODUCTION

1.1 COPLEY SQUARE BACKGROUND

Copley Square, named for painter John Singleton Copley, is a public square (approximately 1.85 acres) in Boston's historic Back Bay neighborhood – bounded by Boylston Street, Clarendon Street, St. James Avenue, and Dartmouth Street – and is a square in every sense of the word. You can often find both residents and visitors enjoying the greenery of the park as well as the magnificent buildings that surround the square.

It is a vibrant area, home to many events throughout the year. One of the most enduring has been the Copley Square Farmers Market, Boston's largest and busiest open-air market. With that ending November 20 for the season, the Copley Square Winter Activation Project is the perfect time to activate the square for the late November and December months.

1.2 PRECEDENT EVENTS

Outdoor Winter and holiday festivities are becoming ever more popular in the United States, as cities look to engage locals and visitors in the spirit of the season. With more people seeking out unique and bespoke goods and experiences, this activation project in Copley Square will fill a large gap in the City of Boston.

Already, Mayor Martin J. Walsh, the Boston Parks and Recreation Department, and The Friends of Copley Square have been hosting a free Copley Square tree lighting ceremony with accompanying festivities for several years. The successful proposal for the Copley Square Winter Activation Project (CSWAP) will build on, and add cheer to this experience. Proposers might host recreational activities or draw from various successful markets in the city (i.e. SOWA, Bow Market, and She-Village Seaport). New York's Union Square Holiday Market, Minneapolis' Holidazzle, and Washington DC's Downtown Holiday Market can all serve as points of inspiration. Due to Copley Square's close proximity to Frog Pond, ice-skating will not be offered as an option.

With Copley Square being a perfect blank canvas and with this being the first year of the event, we see exciting opportunities for a talented event management company to succeed.

1.3 WHAT WE ARE LOOKING FOR

The CSWAP is envisioned as a free, family-friendly gathering place that will run from approximately November 21 through December 26, 2018. The project could host individual vendors and several interactive stations where visitors can purchase food & beverage (including the potential for beer and wine), play games, take memorable photos,

and anything else that activates the space. The area will be anchored by the existing Christmas tree display in the square and it will be festively decorated with lights, signs, etc. throughout, as well as the large Menorah at the end of the square.

The City of Boston Parks and Recreation Department (“BPRD” or “the City”) is seeking to hire an event management company that can coordinate and implement every aspect of the CSWAP, including selecting and contracting with vendors, providing the equipment and infrastructure necessary to support the use of Copley Square, and performing all aspects of activation operations, including set-up and take-down, maintenance, vendor relations, and reporting of activities and transactions.

This RFP is open to any event management company who would like to respond, and BPRD encourages participation from small, local, minority-owned, women-owned, and veteran-owned businesses. To support equality of opportunity for these businesses, we also encourage respondents to solicit for the subcontracting of goods and services from certified businesses. The City’s directory of certified businesses is available at <https://www.cityofboston.gov/slbe/search/>.

The term of the contract will run from November 21 through December 26th

This contract is procured pursuant to the provisions of M.G.L. c. 30B.

1.4 WHAT WE WILL PROVIDE

BPRD will be responsible for ensuring that Copley Square is ready for load in on November 21, 2018. Please see Exhibit #1, which details the layout of usable space within Copley Square Park. Note that areas on either side of the face of Trinity church are not part of the usable space. Additionally, fifty feet (50’) of space in front of Trinity church will remain unusable for proposers. These areas are to be kept clear at all times.

The City will provide 20 amps of electricity, available from 16 outlets around the Square. An additional 300amps, in 3 phases, will be available near the Western flower beds and near the “Tortoise and the Hare” statues at the Copley Fountain (See Exhibit #2)

No onsite water source will be available for vendors that require use of water.

The management company is responsible for snow removal within the boundaries of the activation space. BPRD Maintenance crews will be responsible for snow removal around the perimeter sidewalks. Please note that space for the plows must be maintained. The successful proposer must reach agreement with BPRD Maintenance regarding snow removal and waste pick-up prior to contract execution.

No designated parking spots will be made available for event vendors. Additionally, trucks are allowed on the plaza for drop-off and pick up of supplies **only**. **Trucks are not**

allowed on the plaza during event operating hours. Any vehicle on the plaza must have on their hazard lights and stay within the 5 mph speed limit.

It is up to the management company to decide whether or not to provide tents or other shelter for all vendors. If they choose to do so, they will be responsible for the payment of all associated fees.

On-site and overnight security of the venue is the responsibility of the management company. It is recommended the proposers work with the Boston Police Department in this regard.

Designated BPRD staff will be available by phone and/or site visit to assist in operational issues and queries as necessary. Further, designated BPRD staff will monitor operations and shall be recognized as the ultimate authority at the site.

The fees paid by each vendor are to be determined by the management company and reported to the City as described below.

1.5 RFP CONTACT

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

After the proposal deadline, Vendors should not contact the RFP Coordinator or any other City official or employee, except to respond to a request by the RFP Coordinator.

The RFP contact is:

Dorothy J. Baxter
Business Operations Manager
Parks and Recreation Department, Third Floor
1010 Massachusetts Avenue
Boston, MA 02201

Phone: (617) 961-3075

Email: dorothy.baxter@boston.gov

All project correspondence will be posted on City of Boston's website www.cityofboston.gov/procurement/events. It is the responsibility of Vendors to check regularly for updates and any RFP addenda.

1.6 TIMELINE

The table below shows the preliminary RFP Schedule. Dates are subject to change. Any changes will be posted in an addendum that can be found on the RFP website.

DATE	DATE
RFP released	9/17/18
Optional Site Visit @ 11:00am	9/26/18
Deadline to submit questions regarding the RFP <i>Via email to dorothy.baxter@boston.gov</i>	10/3/18
Consolidated Q&A posted by the BPRD on Parks and Recreation Website www.cityofboston.gov/procurement/events	10/5/18
Deadline for proposals <i>Submitted in writing to BPRD (third floor, 1010 Massachusetts Avenue, Boston, MA 02118 by 2:00pm)</i>	10/11/18
Event coordinator interviews/demonstrations <i>(if needed)</i>	TBD
Contractor Selected on or about	11/1/18

* *All times are in Eastern Time*

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

II. SCOPE OF WORK

The purpose of this RFP is to find a talented event management company to partner with the BPRD in their search for ways to improve Winter events in the City. We are looking for a Winter activation designed, maintained, and operated with the purpose of increasing the visibility and atmosphere of Copley Square, as well as providing an additional

amenity to locals and visitors during the holiday season. Our vision is a high-quality activation project, focusing on handcrafted items, art, unique gifts, interactive features/activities, food and beverage offerings, and any other engaging elements that you can provide.

Our goals for the Copley Square Winter Activation Project are three-fold:

1. Create a unique and memorable event that energizes the city of Boston
2. Increase guest interaction and spending in Copley Square during the Winter months
3. Generate revenue for the Department of Parks and Recreation

2.1 NEED FOR WINTER ACTIVATION

This RFP is meant to address the current lack of Winter utilization in Copley Square. Other than the annual tree lighting and First Night/First Day celebrations, Copley Square is an underrepresented area in the New England holiday scene. There are so many things to see in the square, yet we need something to draw visitors to the space first.

All of the local businesses will benefit from the CSWAP and it will encourage more people to visit the surrounding churches, the library, and Copley Place.

2.2 CURRENT PROCESS

Though the City has extensive experience with outdoor Winter events and programming, this would be the first of its kind to occur in Copley Square. Given the lack of exact precedent events, we anticipate the CSWAP to operate with some similarities to the Copley Square Farmers Market and generate a festive, exciting air such as those held in seasonal outdoor events held in New York, Minneapolis, and Washington, D.C.

2.3 SOLUTIONS ENVISIONSED

This event has the potential to draw thousands of visitors to a variety of holiday activities. We envision a series of vendor booths set up for merchants to sell holiday gifts and snacks. This will provide people the chance to shop for local and custom gift items leading into the holiday season. Enclosed, heated tents could house food vendor booths. Santa could have his own tent where families can pay to have their photos taken. Ice or snow sculptures could play a role, either as a display or as a competition event. Lights and sound could be scheduled to be an event all their own. The tree lighting will play an intricate role in the kickoff to the CSWAP. The inspiration for the event operator is boundless.

The Copley Square Winter Activation Space must be family-friendly, with plenty of elements geared toward children of all ages. This could take the form of face painting, performers in Winter costumes, or even a dedicated childcare area. The event must,

however, still be of a caliber that impresses adults and reflects the City of Boston as a national leader in public events.

The benefits of a Winter activation space in Copley Square are plentiful. Not only will it increase local spending in the areas around the Square, it will add to the City’s impressive schedule of holiday events. Visitors may plan to see multiple sights during a day or weekend and we want to provide a cohesive experience. The length of the event will allow more people to visit and spread the word about it and the local businesses they may have patronized.

The hours of operation are roughly envisioned as follows:

November 21 - December 26

Monday – Wednesday: 12:00pm - 8:00pm

Thursday – Sunday: 11:00am - 10:00pm

2.4 USER EXPERIENCE

Festive is the first thing that should come to mind with someone visits Copley Square Winter Activation Project. It should be decorative and illuminated enough to draw people in who are walking by – even blocks away. There must be clear signage around the perimeter of Copley Square to guide people to the entrance(s) and help them navigate through the offerings.

Unique visual elements can really highlight the vendors and the offerings of CSWAP. These should be reflective of Boston whenever possible, and create destination-worthy photo opportunities. The latest in holiday lighting could be used, and/or large props could line the walkways. These are merely a few potential ideas and we encourage creativity and originality from our selected event company.

2.5 MEASURING SUCCESS

To achieve success in this event, CSWAP must benefit all parties involved. This means that the activation project must be profitable the first year, with the event management company selected able to pay BPRD all fees required and have money to cover their own expenses as well. We would hope that all vendors involved break-even or make a profit but we understand that this may not be feasible their first year with CSWAP. We will also expect to see increased foot traffic at neighboring businesses, as well as higher traffic to all City communication channels.

2.6 SPECIFIC SCOPE OF WORK REQUIREMENTS

The following is not intended to be an exhaustive list of the services to be provided by the selected proposer. Please include additional scope of work items in your proposal. However, proposers must specifically address the following scope of work requirements:

Vision Requirements:

- Provide to BPRD a narrative of your plan for activation, with emphasis on how the various aspects will contribute to the BPRD's envisioned solution. You may provide graphics and/or photos to help illustrate your plan.

Event Set-up and Take-down Requirements:

- Provide to BPRD a layout plan showing boundaries of event space and vendor/display configuration.
- Provide to BPRD a load-in and load-out plan with requirements for vehicular access to the site.
- Please note that some vendor sites may be able to be set up early near the West sidewalk .
- Configuration must include sufficient pathways for ADA Compliance and must address expected pedestrian traffic and line management .
- Provide to BPRD proposer's requirements for vendor spaces and equipment, and its proposed displays/decoration and signage for both outside and inside the event boundary.
- Provide to BPRD a set-up and take-down plan and schedule.
- Please note that the public must be able to enter the event boundaries without paying a fee. The event must also not prohibit the public from accessing and using the areas outside of the event boundaries within Copley Square, which is a public space.
- Please note that a 50 ft. clearance must be left from the facade of the Church and no programming is allowed on either side of the Church. The Northeast entrance (near the fountain) must also not be blocked.

Cleaning and Maintenance Requirements:

- Selected proposer is responsible for cleaning and maintaining the area inside the event boundaries, ensuring it is kept in a clean and neat condition, and free of defects.
- Provide to BPRD a cleaning and maintenance plan.
- Provide separate trash and recyclable materials receptacles throughout event site for participants' use.
- Ensure vendors remove trash and recyclables each night to an off-site location.

Vendor Selection and Management Requirements:

- Selected proposer is responsible for selecting and contracting with vendors. In selecting vendors, the selected proposer must consider the goal of creating a family-friendly, high-quality Winter activation, focusing on handcrafted items,

- art, unique gifts, and local food and beverage offerings. BPRD reserves the right to approve each and every vendor. Thirty days prior to the first day of operations, selected proposer is required to send to BPRD for its approval the following: (1) a list of the vendors selected; (2) the number of booths planned; and (3) the participation fee that each vendor will pay to the selected proposer.
- Ensure that all vendors obtain all required contracts and approvals for their spaces and equipment (i.e., for tents, electricity, etc.).
 - Ensure that all vendors comply with all applicable laws, codes and requirements for food handling, preparation, and storage. These include ADA accessibility, propane and gas usage, fire extinguishers, electric and sanitation.
 - The event organizer is responsible for securing any necessary liquor licenses from both the City of Boston and Massachusetts State Alcoholic Beverages Control Commission.
 - The event organizer is responsible for ensuring that each vendor has all necessary and applicable permits and licenses from all regulating authorities including Inspection Services, Boston Fire Department, Boston Transportation Department, Boston Police, and the City of Boston Licensing Board. In addition the event organizer is responsible for securing any necessary State or Federal approvals.
 - Require food vendors to provide food ware that is reusable, recyclable or compostable. (Please also note Boston's plastic bag ordinance that goes into effect on December 17, 2018. More information can be found at <https://www.boston.gov/departments/environment/reducing-plastic-bags-city-boston>).

On-Site Management Requirements:

- Provide adequate staffing to oversee operations during operating hours.
- Respond to issues from vendors, staff, and the public; be prepared to respond to unforeseen situations so as to impose the least amount of disruption to the activation space; have a plan to respond to emergency situations and to contact appropriate personnel. Provide to BPRD opening and closing procedures for each day of the project; provide a plan for securing the event, including vendor's individual locations, overnight.

Marketing and Promotions Requirements:

- Describe your plan for promoting the activation space and the various forms of media you propose to use.
- BPRD must approve all promotional and/or marketing materials prior to their release.

Reporting Requirements:

- Maintain a system for recording all revenue received from the operations, for both successful proposer and vendors.

- Submission of a certified statement of gross receipts to BPRD within thirty days after the close of the project and an income and expense statement within sixty days after the close of operations.
- Provide an itemized breakdown of beer and wine sales to include quantity sold and total revenue. BPRD also requires a complete void and waste report.

III. TECHNICAL PROPOSAL FORMAT

The “technical proposal” is every element of your response to this RFP, except for anything having to do with price. (The price proposal covers that section.)

For the technical proposal, we are looking for you to do six things: (3.1) provide an introduction; (3.2) propose your approach for this project, including a site plan sketch or mockup; (3.3) share your background and qualifications; (3.4) describe your team; (3.5) provide three references; and (3.6) sign our standard contract forms.

3.1 INTRODUCTIONS AND EXECUTIVE SUMMARY

On the cover or first page of your proposal, please provide contact information, including name, title, address, email and phone number.

Please provide a brief introduction highlighting why you would be a good partner for the City on this project.

3.2 RESPONSE TO SCOPE OF WORK

This section is where you tell us how your solution meets and/or exceeds our needs. [First, please respond to system requirements by filling out the attached functional requirements form accordingly.] Then, please describe how you would deliver the solution outlined in the Section 2 “Scope of Work.” This section is a critical component of the proposal and should include a detailed description of your work plan and project organization.

Please be concise. Feel free to use anything (e.g. graphics, links to your work, etc.) that helps you make your case.

3.3 VENDOR BACKGROUND AND COMPANY QUALIFICATIONS

Describe your organization’s history, structure, strategy, and work. Focus on your ability to be a good partner on this project. Please list any relevant awards your team has received. Provide a copy of your firm’s audited financial statements, including a detailed balance sheet and profit and loss statement for three years, or alternatively submit Dun & Bradstreet reports or similar financial report that provides BPRD with sufficient information to evaluate the financial strength of the company.

Include documentation of your insurance coverage. The BPRD's required levels of insurance are listed in Section 9..

Please note: If you have had a contract terminated for default during the past five (5) years, or have been involved in litigation regarding any contract, this fact should be disclosed along with your position on the matter(s). If you have experienced no such terminations for default in the past five (5) years and have not been involved in contract litigation, then you should indicate as such.

3.4 STAFFING AND KEY STAFF QUALIFICATIONS

Describe the team that would work on this project. Include a list of key team members. Make the case for why they will be great partners on this project. Note if any staff will be located in or near Boston and their general availability to the staff on this project.

Please provide bios, resumes, or whatever you think best highlights the strength of the team that would be working on this project. Let us know how the team would be structured; if your team includes multiple firms, please let us know how long you have worked together. For legal purposes, we will need you to designate one firm as the prime contractor and all others as subcontractors (see Section 7 for more information).

3.5 REFERENCES AND ADDITIONAL INFORMATION

Please provide three (3) references, including their contact information and details on your history with them. Customer references should be preferably similar in size, scope and complexity to the City of Boston. Note that incorrect contact information will be considered as a negative reference.

3.6 STANDARD CONTRACT AND FORMS

You must submit a signed copy of all forms identified in Section 8.

IV. PRICING PROPOSAL

Please note, the city has determined an appropriate **minimum** host fee for the CSWAP to be \$30,000.00 for the 2018 season from November 21th-December 26th. Additionally, the city will be owed \$1.00 from every full-sized, individual beer and wine sold over the course of the entire activation project. Payment will be due as follows:

- \$10,000.00 Host Fee deposit due upon being chosen as operator
- One fifth (1/5) of the remaining Total Host Fee due on the 1st business day of each week of operation, for 5 weeks

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- \$10,000.00 retainer for beer/wine sales to be applied to total balance due. Full payment (less retainer) due 10 business days after the final day of operation.

List all costs associated with your proposed deliverable, using the template below. Understanding the level of effort and cost for each deliverable in the table below will help us better understand the structure of the proposed work. However, note that the **total price per season** will be used as the basis for comparing price proposals.

Please note:

- All prices are inclusive of travel. No additional charges, including travel lodging, subsistence, miscellaneous (ad-hoc) expenses and other expenses, will be allowed.
- Any taxes due will be assumed to be included in your price of services. The City is exempt from federal excise taxes (Federal Exemption No. A-108-328) and from Massachusetts sales and use taxes (Certificate No. E-046-001-380). Exemption certificates will be provided, if requested, following award.
- The total cost that is quoted in this Proposal will be considered a best and final offer.
- You will bear the onus of any errors made in pricing the services (e.g., omitting a component of the services).
- The Price Proposal **MUST** be submitted separately from the remainder of the proposal. No price information may be included in the Technical Proposal.

Please enter the price for each deliverable (if applicable to your proposal), as well as additional deliverables that you propose in the table below. Then enter the **total price you will pay to the City for the 2018 season** below. Remember that your total price must include **all** costs related to the provision of required deliverables as set forth in the Scope of Work, as well as any additional deliverables you wish to propose.

Price Proposal Sheet (must be submitted in a separate envelope as part of RFP)

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Expected Event Coordinator Expenses	AMOUNT
Staff and personnel for CSWAP	\$
Talent and Entertainment	\$
Contracts and License Agreements	\$
Security	\$
Advertising and Signage	\$
Physical Event accommodations	\$
Booth Maintenance	\$
Other	\$
Other	\$
Other	\$
Other	\$
TOTAL EXPECTED EXPENSES FOR 2018 SEASON	\$

Proposed Fee	AMOUNT
Host Fee (minimum \$30,000)	\$
Projected Fee from Beer/Wine Sales	\$
TOTAL PRICE TO BE PAID TO THE CITY FOR 2018 SEASON	\$

V. SUBMISSION INSTRUCTIONS

This section provides an overview of the process for submitting your proposal:

- A checklist is provided to make sure that your proposal is complete

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- Directions are included for submitting your proposal via hard copy

Vendors are strongly advised to read this section in its entirety and complete the checklist to avoid disqualification. **Please note that the City will NOT be able to consider proposals that are submitted late or that do not follow these guidelines.**

5.1 CHECKLIST FOR SUBMITTING PROPOSAL <i>(for your use only; you do not need to submit this checklist)</i>	RFP SECTION	COMPLETE (✓)
A. REQUIRED ITEMS FOR TECHNICAL PROPOSAL		
Introduction and Executive Summary	3.1	
Response to Scope of Work	3.2	
Vendor Background & Company Qualification <i>including insurance documentation (see Section 9 for details)</i>	3.3	
Staffing Plan and Key Staff Qualifications	3.4	
References and Additional Information	3.5	
B. REQUIRED FORMS		
Form CM06 – Certificate of Authority	8.2	
Form CM-09 – Contractor Certification	8.3	
Form CM15A - CORI Compliance	8.7	
Form CM15B - CORI Standards	8.7	
Form LW2 - Living Wage Agreement	8.9	
Form LW8 - Living Wage Affidavit	8.10	
Form CM-16 – Wage Theft	8.11	
C. PRICE PROPOSAL COST FORM		
D. FINAL REVIEW		
1. Did you submit the proposal before the deadline?	YES	NO
2. Did you submit separate, sealed technical and price proposals, with no price information in the technical proposal?		
3. Did you review the Contract Terms and Conditions?		
4. Did you complete and submit all required forms?		

5.3 SUBMITTING VIA MAIL/ DELIVERY

Hard copies of the Technical and Price Proposals may be submitted by mail, delivery service, or in person. Vendors submitting a hard copy must submit (1) a complete Technical Proposal in a sealed envelope, and (2) a Price Proposal in a separate sealed envelope. Digital copies (thumb drive) may be included, but cannot replace hard copies.

The envelopes should be clearly marked as follows:

untitled RFP

RFP Number: RFP CSWAP2018

TECHNICAL PROPOSAL

Submitted by: [Name of Vendor]

[Date Submitted]

untitled RFP

RFP Number: RFP CSWAP2018

PRICE PROPOSAL

Submitted by: [Name of Vendor]

[Date Submitted]

and delivered or mailed to:

Dorothy J. Baxter
Business Operations Manager
Parks and Recreation Department, Third Floor
1010 Massachusetts Avenue
Boston, MA 02201

VI. HOW WE CHOOSE

6.1 MINIMUM EVALUATION CRITERIA

All Proposals received by the City will first be reviewed to determine whether the Proposal meets all minimum criteria identified in the RFP. Minimum criteria are found in the Checklist for Submitting Proposal (Section 5.1).

For a proposal to meet all minimum criteria, a Vendor must unconditionally be able to check each item as ‘Completed’ for Sections A and B and ‘Yes’ for each item in Section D. Minimum evaluation criteria reflect those standards or attributes that the City considers essential to the performance of the contract. A Vendor that does not meet the minimum criteria will be rated “unacceptable”.

6.2 COMPARATIVE EVALUATION CRITERIA

Proposals that have met all minimum evaluation criteria will be evaluated according to the comparative evaluation criteria that follow in this section. After reviewing, the evaluation team will prepare written evaluations for each proposal. The evaluators will assign a rating of “highly advantageous”, “advantageous”, or “not advantageous” to each criterion. The team will use the comparative evaluation criteria to assist in their evaluation of each Vendor’s overall qualifications.

BRPD reserves the right to invite Vendors for an interview/demonstration either by phone or in person. BRPD may choose to conduct reference checks and include information obtained from the interview/demonstration and reference checks in the evaluation.

NOTE: Vendors should not count on interviews/demonstrations and reference checks as an opportunity to provide additional information not contained in the proposal. All information that Vendors wish the selection team to consider during the evaluation process should be included in the originally submitted Proposal.

Price proposals will be evaluated separately from the technical proposals. The evaluation team will not see the price proposals until after the technical evaluations are complete.

BRPD will then identify the proposal that’s the most advantageous overall from the pool of responsible and responsive vendors, taking into consideration both price and the comparative evaluation criteria.

Proposal Criteria

Highly Advantageous: The proposal is well written in clear and concise language. Materials are organized and easy to navigate. As a whole, the proposal provides a complete response to this RFP and provides at least three relevant examples of past successes implementing similar solutions.

Advantageous: The proposal is clear and well organized. It provides a complete response to this RFP and includes multiple examples of past successes.

Not Advantageous: The proposal does not address all aspects of the RFP. It is poorly written and/or difficult to read. It does not provide adequate information to evaluate the vendor’s ability to successfully meet BPRD goals.

Organization Profile & Past Projects

Highly Advantageous: The team includes members with extensive backgrounds and experience executing similar large-scale events. Three (3) references from similar projects consistently rate services and results as “excellent”. The examples of past work you provide are highly relevant to this project and highlight your firm’s competency in

delivering complex and creative event solutions as a team. The examples are also highly relevant to this project, exhibiting successful implementations of the same or similar solutions with comparable municipalities or local governments, and a proven track record of providing effective ongoing support. These examples highlight your firm's competency in providing clients with an organized system such as the one described in the Section 2 Scope of Work.

Advantageous: The team includes members with extensive backgrounds and experience executing similar large-scale events. One or two references from similar projects rate services and results as "excellent". The examples of past work you provide are somewhat relevant to this project and demonstrate your firm's competency in delivering complex and creative event solutions as a team.

Not Advantageous: The team does not include members with experience extensive backgrounds and experience executing similar large-scale events. No references from similar projects rate services, results, and collaborative process as "excellent". The examples of past work you provide are not relevant to this project and do not demonstrate sufficient experience your firm's competency in delivering complex and creative event solutions as a team.

Vendor Interview/Demonstration (if needed)

Highly Advantageous: Presenters are well organized and provide a clear, concise presentation. The presentation demonstrates strong insight into BPRD requirements, as described in the RFP. Technical staff is included in the demonstration, and all questions posed by the City were specifically addressed.

Advantageous: Presenters are organized. Presentation demonstrates understanding of BPRD City's requirements, as described in the RFP.

Not Advantageous: Presenters are not organized and/or provide an unclear presentation. Presentation demonstrates little understanding into BPRD requirements, as described in the RFP.

VII. TERMS AND CONDITIONS

7.1 CANCELLATIONS, REJECTION, AND WAIVER

BPRD is under no obligation to proceed with this RFP and may cancel the RFP at any time with or without the substitution of another. BPRD reserves the right to reject in whole or in part any or all Proposals, when BPRD determines that rejection serves the best interests of the City. The City may waive minor informalities in the Proposal or allow the Vendor to correct them.

7.2 WITHDRAWALS OR MODIFICATION OF PROPOSAL

BPRD may allow a Vendor representative bearing proper authorization and identification to sign for, receive and withdraw the Vendor's unopened Proposal prior to the submission deadline. A Vendor that seeks to correct or modify its Proposal may do so by withdrawing the initial submission and then submitting a modified Proposal prior to the submission deadline.

7.3 PROPOSAL VALIDITY PERIOD

By submitting a Proposal the Vendor agrees that its Proposal is valid for one hundred eighty (180) days following the submission deadline unless extended by mutual agreement.

7.4 PROPOSAL COSTS

Any and all costs incurred by a Vendor in preparing a Proposal and throughout the RFP process are ineligible for reimbursement by BPRD.

7.5 TAXES

BPRD is a tax-exempt organization. However, should any part of the Contract be subject to taxes, unless otherwise specified in this RFP, the Vendor shall include and be responsible for paying all taxes that are applicable.

7.6 SUBCONTRACTORS

BPRD will contract with one Contractor who will be solely responsible for contractual performance and who shall be the sole point of contact for BPRD with regard to Contract matters. In the event the Contractor utilizes one or more Subcontractors, the Contractor will assume all responsibility for performance of services by the Subcontractor(s).

The City must be named as a third party beneficiary in all subcontracts. A list of all Subcontractors proposed to take part in the performance of the Contract shall be provided to BPRD for approval prior to Contract execution.

7.7 USE OF CITY NAME

The Contractor and any Subcontractor(s) agree not to use the City of Boston name or seal, or that of any other City Agency or Department in advertising, trade literature, or press releases without the prior approval of the City.

7.8 AWARDS AND CONTRACT

If a Contract is awarded, the Contract will be awarded to that responsive and responsible Vendor whose Proposal is deemed most advantageous to BPRD taking into consideration the evaluation criteria and Proposal Pricing. BPRD will contract with the

selected Vendor that best meets BPRD' s needs and may not necessarily make an award to the lowest price bidder.

An award letter or award notification is not a communication of acceptance of a Vendor's proposal. No final award has been made until final execution of a Contract by the Vendor and the City of Boston (by its Awarding Authority/Official and the City Auditor), and the approval of the final Contract by the Mayor of Boston, as well as Contractor receipt of a City issued Purchase Order. Until such time, BPRD may reject any or all proposals or elect not to proceed with this RFP. The Vendor shall not furnish any services, equipment, materials or labor unless a fully executed and approved Contract and Purchase Order is received from BPRD, and funds are appropriated for the Contract.

7.9 CONTRACT

In addition to the City of Boston's Standard Contract, Forms CM-10 and CM-11, and any applicable supplemental terms and conditions that are part of this RFP, the Contract will include, without limitation, City required forms and certifications, including BPRD CORI Compliance Certification, Living Wage form, Wage Theft Form, Contractor Certification, and Certificate of Authority. These forms are attached hereto and/or are available upon request. The submitted Proposal, along with the RFP, will also be part of the Contract between BPRD and the Contractor.

The Contract is subject to the availability and appropriation of funds and may be cancelled by BPRD without penalty in any year in which an appropriation is not made.

7.10 TERM OF CONTRACT

The term of the contract will be 1 (one) year, with the opportunity to renew for 2 (two) additional 1 (one) year terms should the City deem the partnership beneficial.

7.11 PUBLIC RECORDS

Proposals shall be confidential until the completion of the evaluations, or until the time for acceptance specified in the RFP, whichever is earlier. Thereafter, proposals will be public record. Do not submit confidential information in your Proposal.

VIII. STANDARD CONTRACT AND FORMS

8.1 OVERVIEW

You must submit a signed copy of the forms indicated below. Additionally, please review the Terms and Conditions in the CM11; they will be incorporated at contract award without revision.

8.2 FORM CM06 – CERTIFICATE OF AUTHORITY: SIGNED COPY REQUIRED FOR CORPORATIONS

8.3 FORM CM09 – CONTRACTOR CERTIFICATION: SIGNED COPY REQUIRED

8.4 FORM CM10 – STANDARD CONTRACT DOCUMENT

8.5 FORM CM11 – STANDARD CONTRACT GENERAL CONDITIONS

8.7 CM FORMS 15A/B – CORI COMPLIANCE, STANDARDS: SIGNED COPY REQUIRED

8.8 FORM LW1 – REQUIREMENTS OF THE BOSTON JOBS AND LIVING WAGE ORDINANCE

8.9 FORM LW2 – LIVING WAGE AGREEMENT: SIGNED COPY REQUIRED

8.10 FORM LW8 – VENDORS LIVING WAGE AFFIDAVIT: SIGNED COPY REQUIRED

8.11 FORM CM16 – WAGE THEFT: SIGNED COPY REQUIRED

CERTIFICATE OF AUTHORITY
(For Corporations Only)

(Current Date)

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

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

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

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

Attest:

(Affix Corporate Seal Here)

(Clerk) (Secretary) of the Corporation

CITY OF BOSTON
CONTRACTOR CERTIFICATION

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

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

in accordance with the terms of the accompanying contract documents.

B. The Contractor is a/an:

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

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

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

Corporation is incorporated in the State of _____

President is _____

Treasurer is _____

Place of business is _____

(Street)

(City, State and Zip Code)

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

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

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

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

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

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

*If individual, use Social Security Number _____

7. City of Boston Ordinance, Chapter IV, § 4-8 requires City Contractors to safeguard unprotected pedestrians, cyclists, and motorcyclists by installing side under-ride guards, convex blind spot mirrors, cross-over mirrors, and appropriate warning signage on all large vehicles used within the City of Boston in connection with a City

Contract. Large vehicles are those with a gross weight exceeding 10,000 lbs., a trailer with an unladen mass exceeding 10,000 lbs., or a semi-trailer with a gross weight exceeding 26,000 lbs. Contractors are required to have such large vehicles inspected by the City prior to starting work on a City of Boston Contract. Additional details may be found at www.cityofboston.gov/procurement.

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

Contractor: _____
By: _____
(Sign Here)
Title: _____
Business Address: _____
(Street)

(City, State and Zip Code)

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

If the Contractor is an individual doing business under a name other than his own name this statement must so state, giving the address of the individual.

If the Contractor is a partnership this statement must be signed by a general partner designated as such. If the Contractor is a corporation, trust or joint venture this statement must be signed by a duly authorized officer or agent of such corporation, trust or joint venture.

APPROVED AS TO FORM BY CORPORATION COUNSEL AUGUST 2015
THIS FORM IS VOID AND WITHOUT LEGAL EFFECT IF ALTERED IN ANY WAY

(PUB AUG 2015)



STANDARD CONTRACT DOCUMENT

CITY OF BOSTON

(FORM CM 10)

CONTRACT ID:

Contractor Legal Name: (and d/b/a):	City Department Name:
Contractor Address:	Department Head: Mailing Address:
Contractor Vendor ID:	Billing Address (if different):

ACCOUNT	FUND	DEPT ID	PROGRAM	CLASS	PROJECT	BUD REF	FUNCTION	AMOUNT
								\$
								\$
								\$
								\$
								\$

Contract Details

Description/Scope of Services: (Attach supporting documentation)

Begin Date: _____ End Date: _____
 Rate: \$ _____ Not to Exceed Amount: \$ _____
 (Attach details of all rates, units, and charges)

Contract Signatures

AUDITOR	CONTRACTOR	AWARDING AUTHORITY/OFFICIAL
APPROVED AS TO AVAILABILITY OF APPROPRIATION OR PURSUANT TO ARTICLE 12.2 OF THE GENERAL CONDITIONS	AGREES TO PROVIDE THE GOODS OR SERVICES AS INDICATED IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS.	ATTACH APPROVED LETTER OF AWARD AND OTHER REQUIRED DOCUMENTS.
IN THE AMOUNT OF \$		
	SIGNATURE	SIGNATURE
SIGNATURE	TITLE	DATE
DATE	DATE	

CITY OF BOSTON

STANDARD CONTRACT GENERAL CONDITIONS

ARTICLE 1 -- DEFINITION OF TERMS:

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

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

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

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

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

ARTICLE 2 -- PERFORMANCE:

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

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

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

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

ARTICLE 3 -- ACCEPTANCE OF GOODS OR SERVICES:

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

ARTICLE 4 -- TIME:

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

ARTICLE 5 -- COMPENSATION:

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

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

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

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

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

ARTICLE 6 -- RELATIONSHIP WITH THE CITY

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

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

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

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

ARTICLE 7 -- ASSUMPTION OF LOSS AND LIABILITY:

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

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

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

ARTICLE 8 -- REMEDIES OF THE CITY:

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

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

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

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

ARTICLE 9 -- REMEDIES OF CONTRACTOR:

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

ARTICLE 10 -- PROHIBITION AGAINST ASSIGNMENT:

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

ARTICLE 11 -- COMPLIANCE WITH LAWS AND PUBLIC POLICY:

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

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

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

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

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

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

11.7 In furtherance of the Mayor's Executive Order "Minority and Women Business Enterprise Development" dated December 31, 1987 and the Ordinance entitled "Promoting Minority and Women Owned Business Enterprises in the City of Boston" (City of Boston, Chapter IV, Section 4-4), it is understood and agreed by the Contractor, and the Contractor by the execution of this Contract so certifies, as follows: (1) That the Contractor shall actively solicit bids for the subcontracting of goods and services from certified minority and women businesses; (2) That in reviewing substantially equal proposals the Contractor shall give additional consideration to the award of subcontracts to certified minority and women bidders.

11.8 The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the U.S. government, the Commonwealth of Massachusetts, or any of its subdivisions.

11.9 The Contractor certifies that neither it nor any of its subcontractors have been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c149, c151, or the Fair Labor Standards Act within three (3) years prior to the date of the Contract; or certifies that it has provided copies of any and all of the above to the Official prior to the date of the Contract and

any required wage bond or insurance; and certifies that while the Contract is in effect, it will report any instance of the above to the Official within five (5) days of Contractor's receipt. The Contractor agrees and shall require any subcontractor to post in conspicuous places notices to be provided by the City, informing employees of the protections of applicable local, state, and federal law.

11.10 Contractor agrees that they shall comply fully with all state and federal laws and regulations regarding human trafficking and forced labor. Failure to do so will be considered a breach of this Contract.

11.11 If applicable, as determined by the Massachusetts Department of Labor Standards, the Contractor shall comply with the Massachusetts Prevailing Wage Law (M.G.L. c. 149, s.26, -27H) for public works projects, which establishes minimum wage rates for workers on such projects. The Contractor shall comply and shall cause its subcontractors to comply with M.G.L. c. 149, s. 27B, which requires that a true and accurate record be kept of all persons employed on a project for which the prevailing wage rates are required. The Contractor shall, and shall cause its subcontractors to, submit weekly copies of their weekly payroll records to the City, to the extent the Prevailing Wage Law is applicable.

ARTICLE 12 -- AVAILABLE APPROPRIATION:

12.1 This Contract and payments hereunder are subject to the availability of an appropriation therefor. Any oral or written representations, commitments, or assurances made by the Official or any other City representatives are not binding. Contractors should verify funding prior to beginning performance.

12.2 If the Contract is funded under a grant with the Federal Government, it is being executed without further appropriation pursuant to General Laws c. 44, s.53A.

12.3 When the amount of the City Auditor's certification of available funds is less than the face amount of the Contract, the City shall not be liable for any claims or requests for payment by the Contractor which would cause total claims or payments under this Contract to exceed the amount so certified.

12.4 Unless otherwise expressly provided in a writing incorporated herein by reference, the amount certified by the City Auditor as available funds under this Contract may be increased or decreased by the Official with the written approval of such change by the City Auditor. In the event of any decrease in the amount certified, the Contractor shall be compensated for services rendered to the effective date of such reduction, in accordance with the rates of compensation specified in this Contract.

ARTICLE 13 -- RELEASE OF CITY ON FINAL PAYMENT:

13.1 Acceptance by the Contractor of payment from the City for final services under this Contract shall be deemed to release forever the City from all claims and liabilities, except those which the Contractor notifies the Official in writing within six (6) months after such payment.

ARTICLE 14 -- PUBLIC RECORDS AND ACCESS

14.1 The Contractor shall provide full access to records related to performance and compliance to the City for seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor cannot claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

ARTICLE 15 -- STATE TAXATION CERTIFICATION:

15.1 Pursuant to M.G.L. c. 62C, s. 49A, the Contractor certifies under penalties of perjury, that to the best of Contractor's knowledge and belief, Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support. (NOTE: The Taxpayer Identification Number will be furnished to the Massachusetts Department of Revenue to determine compliance with the above-referenced law).

ARTICLE 16 -- MONIES OWED TO THE CITY:

16.1 Pursuant to M.G.L. c. 60, s. 93, the Contractor agrees that the Collector/Treasurer of the City of Boston may withhold from amounts owing and payable to the Contractor under this Contract any sums owed to any department or agency of the City of Boston which remain wholly or partially unpaid. This shall include but not be limited to unpaid taxes and assessments, police details, and any other fees and charges until such sums owed have been paid in full, and the Collector/Treasurer may apply any amount owing and payable to the Contractor to satisfy any monies owed to the City.

ARTICLE 17 -- BID COLLUSION:

17.1 The Contractor certifies under penalties of perjury that his/her bid or proposal has been made and submitted in good faith and without collusion, fraud, or unfair trade practice with any other person. As used in this article, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals. Any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

ARTICLE 18 -- FORUM AND CHOICE OF LAW:

18.1 Any actions arising out of this Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Boston, Massachusetts which shall have exclusive jurisdiction thereof.

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 MDCJIS 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 MDCJIS' 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 question an applicant about their criminal history, or refuse, rescind, or revoke the offer of a position to an Applicant, then the Vendor complies with this section 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 2.17.
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. Nothing in these requirements modifies or affects a Vendor's obligation to comply with Massachusetts or federal laws regarding CORI.



CITY OF BOSTON JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION • (617) 918-5236

VENDORS LIVING WAGE AFFIDAVIT

Any for-profit or any not-for-profit vendor who employs at least 25 full-time equivalents (FTEs) 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 \$14.82 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 Boston Jobs and 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 Workforce Development, telephone: (617) 918-5236, or your contracting department.

Part 1: VENDOR INFORMATION:

Name of vendor: _____

Contact person: _____

Address _____
Street City Zip code

Telephone #: _____ E-Mail: _____

Part 2: CONTRACT INFORMATION:

Name of the program or project under which the contract or subcontract is being awarded:

Contracting City 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 FTEs 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; or
- 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; or
- 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; or
- Assistance and contracts awarded to vendors who provide services to the City and are awarded to vendors who provide trainees a stipend or wage as part of a job training program and provides the trainees with additional services, which may include but are not limited to room and board, case management, and job readiness services, and provided further that the trainees do not replace current City-funded positions.

Please give a full statement describing in detail the reasons you are exempt from the Boston Jobs and Living Wage Ordinance (attach additional sheets if necessary):

PART 5. GENERAL WAIVER REASON(S)

I hereby request a general waiver from the Boston Jobs and Living Wage Ordinance. The application of the Boston Jobs and Living Wage Ordinance to my contract violates the following state or federal statutory, regulatory or constitutional provisions(s):

State the specific state or federal statutory, regulatory or constitutional provision(s), which makes compliance with the Boston Jobs and Living Wage Ordinance unlawful:

GENERAL WAIVER ATTACHMENTS:

Please attach a copy of the conflicting statutory, regulatory or constitutional provision(s) 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(s) makes compliance with the Boston Jobs and Living Wage Ordinance unlawful (attach additional sheets if necessary):

PART 6: VENDOR AFFIDAVIT:

I _____ a principal officer of the covered vendor certify and swear/affirm that the information provided on this **Vendors Living Wage Affidavit** is true and within my own personal knowledge and belief.

Signed under the pains and penalties of perjury.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

TITLE: _____



CITY OF BOSTON JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION ● (617) 918-5236

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 #: _____ E-Mail: _____

Part 2: 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.

Remember, Covered Employees are only those employees that expend work hours on the contract.

JOB TITLE	< \$14.82 p/h	\$14.82 p/h- \$17.00 p/h	\$17.01 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 3: Covered Vendor's Past Efforts and Future Goals *(Use additional sheets of paper if necessary in answering any of these questions):*

Describe your past efforts and future goals to hire low and moderate income Boston residents:

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

Describe the potential for advancement and raises for Covered Employees:

What is the net increase and decrease in number of jobs or number of jobs maintained by classification that will result from the awarding of the service contract:

Part 4: Subcontracts:

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 Workforce Development, telephone: (617) 918-5236, or your contracting department.

Part 5: 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, _____ (*authorized representative of the Covered Vendor*) on behalf of _____ (*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

CM FORM 16

WAGE THEFT PREVENTION

The City of Boston has established requirements for City contracts in an effort to prevent wage theft. Prospective vendors must provide the following certifications or disclosures with their bids/proposals. Failure to provide the following shall result in rejection of the bid/proposal.

CERTIFICATION

The undersigned certifies under penalties of perjury that the vendor is in compliance with the provisions of the Executive Order titled “Establishing Requirements for City Contracts in an Effort to Prevent Wage Theft,” as currently in effect. **All Vendors must certify the following:**

1. Neither this firm nor any subcontractor has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c149, c151, or the Fair Labor Standards Act within three (3) years prior to the date of this bid/proposal submission.
2. This firm, or a subcontractor of this firm, has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c149, c151, or the Fair Labor Standards Act within three (3) years prior to the date of this bid/proposal submission and such documentation is included in the bid/proposal submission.
3. Any federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c149, c151, or the Fair Labor Standards Act imposed while any bid/proposal is pending and, if awarded a contract, during the term of the contract, will be reported to the Official within five (5) days of receiving notice.
4. Vendors awarded a contract that have disclosed a federal or state criminal or civil judgment, administrative citation, final administrative determination, or order resulting from a violation of G.L. c149, c151, or the Fair Labor Standards Act within three (3) years prior to the date of this bid/proposal, or during the term of the contract and through the contract term shall furnish their monthly certified payrolls to the Official for all employees working on such contract and may be required to obtain a wage bond or other suitable insurance in an amount equal to the aggregate of one year’s gross wages for all employees. Vendors subject to a state or

federal debarment for violation of the above laws or prohibited from contracting with the Commonwealth are prohibited from contracting with the City, and upon a finding or order of debarment or prohibition, the City may terminate the contract.

5. Notice provided by the City, informing employees of the protections of the Order and applicable local, state, and federal law will be posted in conspicuous places.

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

Signature

(Name of Business)

Instructions for Completing CM Form 16:

A vendor must check box 1 or box 2 as applicable and must sign this Form, certifying compliance with the requirements set out in this Form. This Form must be included with the bid or proposal, and for multi-year contracts must be completed annually on the contract anniversary.

Pursuant to the above mentioned Executive Order, vendors who have been awarded a contract with the City of Boston must post the Massachusetts Wage and Hour Laws notice informing employees of the protections of G.L. c. 149, c. 151, and the Fair Labor Standards Act in conspicuous places. This notice can be found at:

<http://www.mass.gov/ago/docs/workplace/wage/wagehourposter.pdf>

LEGAL AND INSURANCE REQUIREMENTS

BPRD requires the following levels of insurance. The selected proposer shall purchase and maintain during the term of the Contract all insurance required by the Commonwealth of Massachusetts and as required in this section, and will assure that its subcontractors (including vendors) carry appropriate levels of insurance to cover their activities. These requirements shall not be construed to limit the liability of the Contractor or its insurer.

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

Insurance Requirements for Selected Proposer:

9.1 Workers' Compensation insurance as required from under General Law's c.152 (the Workers' Compensation Law) and including employer's liability limits of one million (\$1,000,000) per accident and per employee, including disease.

9.2 Commercial General Liability with coverage no less than ISO CGL Form, CG00 01 0413, for two million (\$2,000,000) per occurrence and four million (\$4,000,000) annual aggregate limit per location or project basis.

9.3 Umbrella Liability excess of Commercial General Liability, Employer's Liability and Auto Liability for one million (\$1,000,000) each occurrence. In lieu of umbrella liability, required limits may be achieved by purchasing higher limits on individual policies.

9.4 Third Party Crime / Employee Dishonesty: for \$1 million per claim and \$1 million in the aggregate. Coverage required if vendor would have access to personal or municipal financial information and/or records maintained by City.

9.5 General Conditions: Applicable to Selected Proposer and its Subcontractors and Vendors

- City of Boston Parks and Recreation Department will be named as Additional Insured on all policies except Workers' Compensation and Employer's Liability.
- Above insurance shall be primary and non-contributory over any such insurance available to the City of Boston, its officials, employees and volunteers.

- Waiver of Subrogation will be included as respects all coverage's listed above in favor of City of Boston. The Workers' Compensation Policy must be specifically endorsed and noted as such in the required certificate.
- All policies will be endorsed to provide thirty days written notice to the certificate holder, the City of Boston, in the event of cancellation, non-renewal or material changes in coverage. Such endorsements must be attached to the Certificate.

9.6 Additional Legal Requirements

Most legal requirements are contained in the forms identified in Section 8. However, the City highlights the following specific legal requirements for the contract resulting from this RFP:

License. As part of the contract award, the selected proposer will be expected to sign a license agreement with the City, permitting it and its subcontractors and vendors to occupy Copley Square for the duration of the Winter Activation. Such license agreement will contain provisions requiring the selected proposer to repair any damage it causes to the Square at its own expense.

City As Third-Party Beneficiary of Contracts. As stated above, the City must be named as a third party beneficiary in all subcontracts, including vendor contracts.

Indemnification. As stated in the City's standard contract document (CM10), the selected proposer must agree to indemnify the City for any losses or damages arising from its and its contractors' and vendors' delivery of services in connection with the contract resulting from this RFP.

Payment Terms. The selected proposer will be expected to pay (at a minimum) a \$30,000.00 Host Fee, made as a deposit and 5 installments to the City, due on the 1st day of business of each week. In addition, the operator will pay a \$1.00 fee on every full size beer and wine sold during the entire activation project, due as a \$10,000.00 retainer and in full 10 business days after the last day of operations.

Exhibit #1:

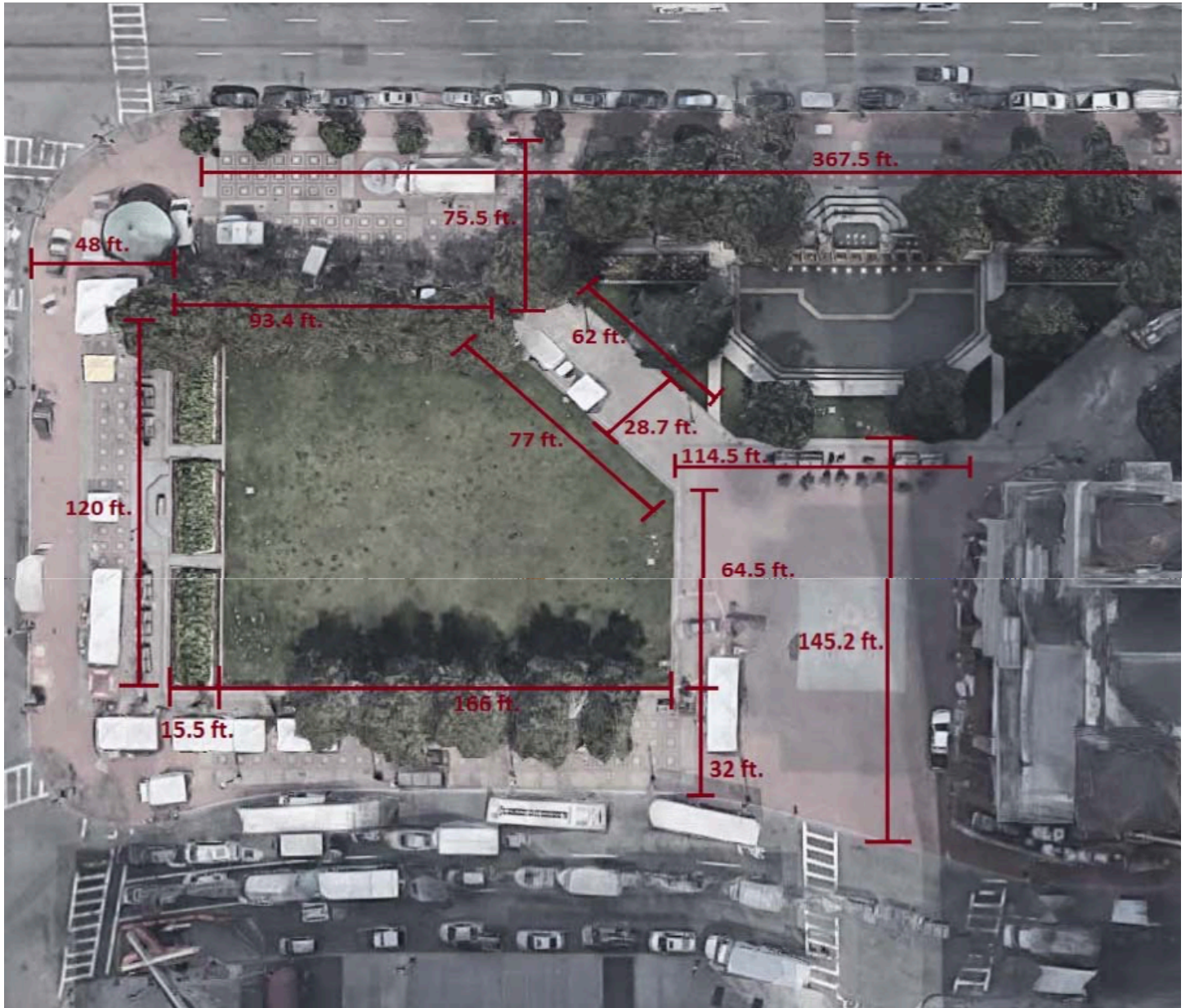


Exhibit #2

