CITY OF BOSTON
BOSTON PUBLIC SCHOOLS

BEFORE EDITING, PLEASE DOWNLOAD THIS DOCUMENT OR GO TO FILE → "MAKE A COPY" IN ORDER TO COPY THE TEMPLATE FOR A SPECIFIC RFP

Commented [1]: There is a way to make the document automatically make a copy when opened (Open the doc, Click in the search box and look at the end of the link.
Replace the word EDIT with the word COPY in the link.
Click return/enter.)

UNTITLED

REQUEST FOR PROPOSALS EV0000XXXX
RESPONSE DEADLINE: XXXX

Michelle Wu, *Mayor*
Dr. Brenda Cassellius, Superintendent, Boston Public Schools

CITY of BOSTON

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I. INTRODUCTION

1.1 WHAT WE ARE LOOKING FOR

[CONTENT - MAY INCLUDE A BRIEF "BACKGROUND SECTION;" SHOULD ALSO MENTION THE CONTRACT TERM]

This RFP is open to any vendor who would like to respond, and the City 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 cityofboston.gov/slbe/search.

The term of the contract will be XX.

1.2 RFP CONTACT

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

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:

XXXX
Department of Innovation and Technology, City Hall Room 703
1 City Hall Square
Boston, MA 02201
Email: XXXX

Commented [2]: Sections 1 (Intro) & 2 (Scope of Services) can be replaced by the SEF RFP Template Sections: Overview (pg. 1) & Scope of Work and Project Requirements (pgs. 4-5)

RFP Template: https://docs.google.com/document/d/1wlqNO6gpF5yXtHX3WNjdpJOTh48zIs5a3AVut_Rq58s/edit

The Website for this RFP and related documents is the City of Boston Supplier Portal which you can access via boston.gov/procurement.

All project correspondence will be posted on the Supplier Portal website. It is the responsibility of Vendors to check regularly for updates and any RFP addenda.

1.3 TIMELINE

Commented [3]: Replace with SEF Template Section I: Proposal Requirements (these are the sections that the vendor needs to respond to in their application)

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
RFP released	Typically on a Monday, the same day the advertisements are published
Q&A Conference Call	1-2 weeks after the RFP is released
Deadline to submit questions regarding the RFP *Via email to* XXX	1 day after the Q&A call
Consolidated Q&A posted by the City	1 week after the deadline for questions
Deadline for proposals *Submitted via the City's Supplier Portal or via hard copy; proposals must be* ***received*** *prior to the deadline and can't be submitted via email*	

Vendor interviews/demonstrations (*if needed*)	Approximate time range
Contractor Selected	Approximate time range

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

Write out, in plain language, your goals:

- What is the challenge/innovation/change that this RFP will address?
- What is your current process? What systems do you use? (*Keep this background brief and provide as appendices at the end of the RFP, if needed*)
- What is the solution you envision? What would you like to achieve? What will be the benefit from implementing this solution?
- What should the end-user experience be like?
- How will you measure success?

It's often helpful to group those goals into thematic areas or specific deliverables/phases (you can see examples at bit.ly/BostonRFPs).

Some language re: DoIT standards that may be helpful:

It's not required that your proposed solution provide all of the features listed in this Scope of Work. We will consider proposals that address our goals in various ways, but listed out the features to give you a sense of the functionality that is important to us.

Your tool should provide an intuitive, beautifully-designed user experience for both City staff and residents. We expect our partner to incorporate users' perspectives and feedback into your tool.

We expect either seamless integration with the City website (boston.gov) or a "white label" tool that allows for consistent branding. Details regarding the City's brand are available at boston.gov/brand and you can access Fleet, our pattern library, at patterns.boston.gov. The tool should be compatible with all commonly-used web browsers, including those used on tablets or mobile devices. The tool should be able to be rendered on a tablet or mobile device without any need to install or download additional items.

It must also be easy for users, who have limited computer skills and who read and write languages other than English (including Spanish, traditional and simplified Chinese, Haitian and Cape Verdean Creole, and Vietnamese), to use. All language used in the tool should be written at an eighth grade reading level, and should follow the City's writing guide at boston.gov/writing. We're open to a tool that works for users who are using other translation tools. Please describe how your proposed solution would help meet these technology and language access goals.

The tool must be accessible for people with disabilities under ADA Title II.

Please note that we would not expect City employees, as agents of the City, to have to agree to any terms of use, user agreement, and/or privacy policy to use the tool beyond the contract set up with the City. If terms of use, a user agreement, and/or a privacy policy is appropriate for members of the public using this tool, it must be developed in collaboration with the City, or at a minimum, reviewed for consistency with City policies and subject to approval by the City.

The proposed solution must make it easy for residents to pay any applicable fees, and must be secure and PCI Compliant. The City's preferred approach is for tools to integrate with our existing payment processors, Invoice Cloud and Stripe.

Hosted solutions must have a facility with SAS 70 certification. Provide secure, private and PCI Level 1 compliant storage of customer payment information completely outside of the City's Information Systems.

Your solution (if hosted externally) should guarantee 99.9% availability.

It should be seamless for City employees to access this tool. Please describe all authentication protocols supported and available integrations with identity and access management tools. The City currently uses Microsoft Active Directory and is in the process of implementing a new "Access Boston" program that combines the Ping, Radiant Logic, and SailPoint solutions. The tool should integrate with our Access Management solutions using one of these standard protocols (OAuth, SAML 2, OpenID Connect) in order to provide integration for single sign on (SSO) and single log out (SLO) for City of Boston users.

The system should provide a low barrier to productivity, particularly for infrequent or peripheral users of the system. Ideally, employees would be able to receive and send information via Gmail that would be tracked in your proposed solution, without requiring employees to sign in or perform additional data entry. Note: The City is part of the Enterprise GSuite.

Regular reporting should be available, at both the department and administrator level and should be exportable in common bulk data formats.

Given the limited capacity of City employees, this tool must be easy to implement and maintain, with strong support from the vendor. We're interested in the potential for modular/iterative deployment within the City of Boston, and/or the potential to share customization with other cities. It must be easy for City employees with limited IT skills to make changes to the tool.

III. TECHNICAL PROPOSAL FORMAT

Commented [4]: The Special Terms and Conditions section of the SEF RFP Template includes suggested evaluation criteria that aligns with the questions that can be included here.

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; (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 INTRODUCTION 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.

If you or any of your proposed subcontractors are a small, local, minority-owned, women-owned, and/or veteran-owned business, let us know! This information helps us improve our outreach to all potential partners; this RFP is open to any vendor who would like to respond.

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

Commented [5]: To be customized to specific services provided using requirements under Scope of Services, with the recommendation to consider in OBC to provide the vendor flexibility to customize service model to achieve outcomes

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. The City reserves the right to request a copy of your firm's audited financial statements, including a detailed balance sheet and profit and loss statement for three years, or Dun & Bradstreet reports or similar financial reports, in order to evaluate the financial strength of your company.

Include documentation of your insurance coverage. The City's recommended levels of insurance are listed in Section 9; if you have a different level of coverage, please explain why that is sufficient to manage the risk of this project.

Please note: If you have had a contract terminated for default during the past five (5) years, or have been involved in litigation regarding a 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 City 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

Commented [6]: Here is where you could implement the SEF Rate Card to outline a pricing schedule that identifies all pricing elements necessary to accomplish the RFP goals.

List all costs associated with your proposed deliverable, using the template below. If your proposal includes other costs that don't fit in this template, please attach supplemental information describing those costs, the basis for your pricing, and any assumptions you made in filling out the template.

Understanding the level of effort and cost for each deliverable will help us better understand the structure of the proposed work.

Note that the **total price for year one** will be used as the basis for comparing price proposals. Estimated quantities are estimates only and the actual amount may be more or less. Also, the City may choose to purchase all, some, or none of these deliverables.

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.
- 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.

Please enter the **total price for year one** in the price line if submitted electronically through the Supplier Portal. More detailed instructions are available in Section 5 and at boston.gov/departments/procurement/how-use-supplier-portal.

[UPDATE PRICING TABLE]

ITEM	ESTIMATED QUANTITY*	UNIT PRICE	TOTAL PRICE
Yearly License/ Subscription** (*Please itemize individual modules, if applicable*)	40 users*		
One-Time Implementation Fee (*Please specify costs for different levels of project management, support, customization, etc if applicable*)			
Ongoing Support & Maintenance (*the City expects this annual cost to remain the same for the option years 2 and 3 of the contract*)			
TOTAL PRICE - YEAR 1			

*These numbers are estimates only and the actual quantities may be more or less.

If the City chooses to obtain additional services directly related to this RFP, we'll put an additional statement of work in place using the hourly rates provided here:

ITEM	HOURLY RATE	ESTIMATED HOURS (ANNUALLY)	TOTAL ESTIMATED PRICE (1 YEAR)

Position title(s) – please specify		500*	

V. SUBMISSION INSTRUCTIONS

Commented [7]: This section is specific to Boston submission so we won't touch. Suggest cleaning up language a bit to clarify steps.

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

- A checklist is provided to make sure that your proposal is complete
- Directions are included for submitting your proposal online or 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 *(for your use only; you do not need to submit this checklist)*	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 *including insurance documentation (see Section 9 for details)*	3.3	
Staffing Plan and Key Staff Qualifications	3.4	
References and Additional Information	3.5	
B. REQUIRED FORMS	8	
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	4	
D. FINAL REVIEW	YES	NO
1. Did you submit the proposal before the deadline?		

2. Did you submit separate, sealed technical and price proposals, with **no** price information in the technical proposal?		
4. Did you review the Contract Terms and Conditions?		
5. Did you complete and submit all required forms?		

5.2 SUBMITTING PROPOSAL VIA BOSTON'S SUPPLIER PORTAL

The Supplier Portal provides vendors the ability to submit a proposal electronically, and is accessible from boston.gov/procurement at the Supplier Portal link.

You'll need to register with us in order to submit your proposal electronically; doing so will also allow you to receive email updates regarding this RFP and other opportunities. Please visit https://www.boston.gov/departments/procurement/how-use-supplier-portal for step-by-step instructions to register.

Upon logging in under your account, look for event EV0000XXXX "Title." When responding, you will see specific places to upload your non-price Technical Proposal and other required forms. **The Price Proposal must be submitted separately from the Technical Proposal according to statute. This is critically important.** The evaluation team will complete its evaluation of the Technical Proposals prior to reviewing the Price Proposals.

Attachments containing price information, including the Price Proposal, should only be attached to the price line and not in the Event Header attachments section. By uploading your file to the price line, the information will remain sealed and separated from the technical proposals until that evaluation has been performed.

In the section of EV0000XXXX labeled "Step 2: Enter Line Bid Responses", please enter the total bid amount under the line "untitled RFP." Next, click the icon on the far right of the screen labeled "View/Add Question Comments and Attachments." There you will find the proper location to upload your Price Proposal. Please visit https://www.boston.gov/departments/procurement/how-use-supplier-portal for step-by-step instructions.

Submitting your proposal via the Supplier Portal can streamline the entire process, but please allow extra time to become familiar with the system. **Upload any applicable documents into the Supplier Portal and SUBMIT your submissions well before the deadline so that you have enough time to make a physical paper**

submission if you have any issues with the City's Supplier Portal. We recommend submitting your proposal at least 24 hours prior to the deadline.

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

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 a complete Technical Proposal in a sealed envelope along with one (1) digital copy (thumb drive), and a Price Proposal in a separate sealed envelope along with one (1) digital copy (thumb drive).

The envelopes should be clearly marked as follows:

untitled RFP
RFP Number: RFP EV0000**XXXX**
TECHNICAL PROPOSAL
Submitted by: [Name of Vendor]
[Date Submitted]

untitled RFP
RFP Number: RFP EV0000**XXXX**
PRICE PROPOSAL
Submitted by: [Name of Vendor]
[Date Submitted]

and delivered or mailed to:

XXXX
Department of Innovation and Technology, City Hall Room 703
1 City Hall Square
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.

The City reserves the right to invite Vendors for an interview/demonstration either by phone or in person. The City 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.

The City 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 Quality

Highly Advantageous: The proposal is well-written in clear, concise language. Materials are organized and easy to navigate. As a whole, the proposal provides a complete response to this RFP and provides multiple 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 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 the City's goals.

Response to Scope of Work

These will need to be added in prior to publishing the RFP.

Highly advantageous

Advantageous

Not advantageous

Organization Profile & Past Projects

Highly Advantageous: The team includes members with extensive backgrounds in implementing these types of solutions. 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 handling similarly complex data and your collaborative process. 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 a XXX system such as the one described in the Section 2 Scope of Work.

Advantageous: The team includes members with backgrounds in implementing these types of solutions. 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 experience in handling similarly complex data and your collaborative process.

Not Advantageous: The team does not include members with experience implementing these types of solutions. 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 handling similarly complex data through a collaborative process.

Vendor Interview/Demonstration (if needed)

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

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

VII. TERMS AND CONDITIONS

Commented [8]: Everything after this appears to be boiler plate language that is included with all RFPs. Will need to skim to make sure that none of it stands in direct conflict with the intent of an outcomes-based contracting approach.

7.1 CANCELLATION, REJECTION, AND WAIVER

The City is under no obligation to proceed with this RFP and may cancel the RFP at any time with or without the substitution of another. The City reserves the right to reject in whole or in part any or all Proposals, when the City 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 WITHDRAWAL OR MODIFICATION OF PROPOSAL

The City may allow a Vendor representative bearing proper authorization and identification to sign for, receive and withdraw the Vendor's unopened Proposal prior to the submission deadline. A Vendor 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 the City.

7.5 TAXES

The City 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

The City will contract with one Contractor who will be solely responsible for contractual performance and who shall be the sole point of contact for the City 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 the City 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 AWARD 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 the City taking into consideration the evaluation criteria and Proposal Pricing. The City will contract with the selected Vendor that best meets the City'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, the City 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 the City, 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 the City's 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 the City and the Contractor.

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

7.10 TERM OF CONTRACT

The term of the contract will be for 3 years.

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 and the associated supplement; 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

8.6 SUPPLEMENTAL INFORMATION TECHNOLOGY TERMS AND CONDITIONS TO FORM CM11

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

[ATTACH FORMS TO FINAL RFP]

IX. INSURANCE RECOMMENDATIONS

The City recommends the following levels of insurance; if you have a different level of coverage, please explain why that is sufficient for the work required under this RFP. The Contractor 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 subcontractors carry similar and appropriate coverage. 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 shall be delivered to the Official by the selected vendor prior to the execution of any contract. Additionally, renewal certificates must be delivered within 30 days prior to the expiration of the preceding policy.

Insurance Recommendations:

9.1 Workers' Compensation insurance as required from under General Laws 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 one million ($1,000,000) per occurrence and two million ($2,000,000) annual aggregate limit per location or project basis.

~~**Automobile Liability** (Any Auto/Hired/Non-owned) for one million ($1,000,000) combined single limit per accident.~~

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 Technology Errors & Omissions / Cyber Liability / Security & Privacy: for one million ($1,000,000) per claim and one million ($1,000,000) in the aggregate with coverage continuing for one year after completion or termination of the Agreement. Policy must specifically include: a) computer or network systems attacks, b) denial or loss of service, c) introduction, implantation or spread of malicious software code, d) unauthorized Access and Use of computer systems, e) privacy liability, and f) breach response coverage equaling at least 50% of liability limit.

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

9.6 General Conditions:

- City of Boston 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 coverages 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.