

CITY OF BOSTON / COUNTY OF SUFFOLK

POLICE DEPARTMENT

**BUREAU OF ADMINISTRATION & TECHNOLOGY
CONTRACTS UNIT**

1 SCHROEDER PLAZA • 3rd FLOOR • BOSTON, MASSACHUSETTS 02120



REQUEST FOR PROPOSALS (RFP)

**PROVIDE TECHNICAL TRAINING COORDINATOR(S) FOR
THE FIREARMS ANALYSIS UNIT OF THE BPD**

FILING DEADLINE:

THURSDAY, JUNE 3, 2010, at 12:00 NOON

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**ADVERTISEMENT
PUBLIC NOTICE
CITY OF BOSTON**

POLICE DEPARTMENT

**REQUEST FOR PROPOSALS (RFP)
PROVIDE A TECHNICAL TRAINING COORDINATOR FOR THE FIREARMS
ANALYSIS SECTION OF THE BOSTON POLICE DEPARTMENT**

The City of Boston (the City)/the County of Suffolk (the County), acting by its Police Commissioner (the Official), requests sealed proposals from interested and qualified parties (Proposer) for the performance of the work generally described above, and particularly set forth in the Request For Proposals (RFP).

All proposals shall be submitted in strict conformance with the RFP which may be obtained at the Boston Police Department, Contracts Unit, 3rd Floor, 1 Schroeder Plaza, Boston, MA 02120, on **Monday, May 10, 2010, at 9:00 a.m.** and shall be available until the deadline for the submission of sealed proposals on **Thursday, June 3, 2010, at 12:00 p.m.**

Every sealed proposal shall be submitted in duplicate on, and in strict accordance with, the RFP. All sealed and clearly marked price and non-price proposals shall be filed separately no later than **Thursday, June 3, 2010, at 12:00 p.m.** Boston time, at the Office of the Official, the Boston Police Department, Contracts Unit, 3rd Floor, 1 Schroeder Plaza, Boston, MA 02120.

The attention of all Proposers is directed to the provisions of the RFP and contract documents, specifically to the requirements for proposal deposits, insurance and performance bonds as may be applicable.

**FAILURE TO SUBMIT SEPARATE SEALED PRICE AND NON-PRICE
PROPOSALS SHALL RESULT IN THE DISQUALIFICATION OF THE ENTIRE
PROPOSAL.**

The amount of supplies or services required in this RFP is an estimated amount required over the entire contract period. Price and non-price proposals shall be compared on the basis of the entire period of performance.

The City shall reserve the right to accept or reject any and all proposals or any item or items thereof, and to award a contract to the responsible and eligible Proposer whose proposal conforms to this RFP and is deemed by the Official to be the most advantageous and in the best interest of the City.

The Official shall award the contract by written notice to the successful Proposer. The maximum time for the acceptance of a proposal by the Official, after the filing deadline, shall be ninety (90) days.

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

Edward F. Davis
Police Commissioner

(May 10, 17, 24, 2010)

SECTION 3

REQUEST FOR PROPOSALS

CITY OF BOSTON/COUNTY OF SUFFOLK

1. REQUEST

The City of Boston/County of Suffolk, acting by the Official designated in the Advertisement, requests sealed proposals for providing the goods or services and performing the work as described in the Purchase Description and Specifications attached hereto, in accordance with the terms and conditions of the attached contract documents.

2. SUBMISSION OF PROPOSALS

Filing Of Proposals

The original proposal shall be enclosed in an envelope. The envelope shall be sealed and plainly marked on the outside thereof as follows: "PROPOSAL FOR PROVIDING TECHNICAL TRAINING COORDINATOR(S) FOR THE BPD'S FIREARMS ANALYSIS UNIT – ORIGINAL NON-PRICE PROPOSAL -- SUBMITTED BY (Name of Offeror) -- DATE SUBMITTED (Date of submission)."

One duplicate copy (which may be photocopy) of the original proposal shall be enclosed in an envelope. The envelope shall be sealed and plainly marked on the outside thereof as follows: "PROPOSAL FOR THE IPROVIDING TECHNICAL TRAINING COORDINATOR(S) FOR THE BPD'S FIREARMS ANALYSIS UNIT – 1 DUPLICATE PROPOSAL -- SUBMITTED BY (Name of Offeror) -- DATE SUBMITTED (Date of submission)". The original Price Proposal shall be enclosed in an envelope plainly marked on the outside thereof as follows: "PRICE PROPOSAL FOR PROVIDING TECHNICAL TRAINING COORDINATOR(S) FOR THE BPD'S FIREARM ANALYSIS UNIT".

All proposals shall be filed before the time and at the place designated in the Advertisement attached and incorporated by reference herein.

Time For Filing Proposals; Time Of Opening Proposals

Proposals shall be filed no later than the time and date designated in the Advertisement; the opening of proposals shall be on the date and at the time specified in said Advertisement.

Proposals shall be publicly opened and read aloud at the time and place designated in the Advertisement. A register of proposals, including the name of each offeror, each proposal price, and the number of modifications to the proposal, if any, will be available for public inspection following the opening of proposals. Proposals shall become public information after they are opened.

3. SPECIFICATIONS

Before submitting any proposals, offerors shall fully inform themselves in regard to all conditions pertaining to the Request For Proposals and all required terms and conditions for carrying out the contract. By filing proposals, the offerors do thereby represent that they have so informed themselves of, and shall comply with, all requirements, terms, conditions and timetables of the Boston Police Department. Any estimates, plans, or other information relating to the goods, services, labor and materials, or work required by the contract documents are to be considered for the purpose of evaluating the several proposals. Neither the City/County, nor its officers, agents or employees shall be responsible for the accuracy of, or bound by, such estimates, plans or information.

4. QUESTIONS AND CHANGES TO PROPOSAL

All questions as to the interpretation of this RFP, Purchase Description and Specifications, Evaluation Criteria, and all other contract documents shall be submitted in writing to the Project Manager (refer to Section 2). Written answers to such questions shall be sent to each person on record as having received an RFP. No questions will be answered unless received by the Project Manager within ten (10) business days of the date this RFP becomes available to the public (May 24, 2010). In the event the Boston Police Department cannot provide an answer to a duly submitted question by the proposal submission deadline, the offeror should note same as part of the proposal with evidence of the submission date of such question. In addition, all questions and answers will be kept on file by the Boston Police Department. Failure to receive an answer shall not excuse or in any way postpone the proposal submission deadline specified herein.

The Official shall unconditionally accept a proposal without alteration or correction, except as provided in this paragraph. An offeror may correct, modify or withdraw a proposal by written notice if received in the Department prior to the time and date set for the opening of proposals. After the opening of proposals, an offeror may not change the price or any other provision of the proposal in a manner prejudicial to the interests of the City or fair competition. The Official, at its sole discretion, may waive minor informalities or allow the offeror to correct them. If a mistake and the intended proposal are clearly evident on the face of the proposal documents, the Official shall correct the mistake to reflect the intended correct proposal and shall so notify the offeror in writing, and the offeror may not withdraw the proposal. An offeror may withdraw a proposal if a mistake is clearly evident on the face of the proposal document(s) but the intended correct proposal is not similarly evident.

5. ADDENDA

Any supplemental instructions, amendments, attachments, or changes to this RFP, as determined necessary and essential by the Boston Police Department, shall be in the form of written addenda to this RFP. If issued, such addenda shall be sent by first class mail or facsimile transmission to all persons on record as having received an RFP at the address listed thereon. Such addenda, if any, will be sent no later than five (5) business days prior to the time set for the opening of proposals.

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

6. AUTHORIZED SIGNATURE

Proposals shall be signed by a representative authorized to bind the offeror for the duration of the contract. Proposals shall provide the name, title, address, and telephone number of the individual with authority to negotiate and contractually bind the offeror and who may be contacted by the Official during the period of proposal evaluation for the purpose of submitting additional information as necessary.

7. LIMITATION

This RFP does not commit the Official to award a Contract, to pay any costs incurred in the preparation of a proposal, or to procure any Contract for services or supplies. The Official reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this RFP, to negotiate with any qualified source, or to use without limitation any or all of the ideas contained in such proposals if it is in the best interest of the City to do so.

All proposed materials and documents submitted by offerors under this RFP will automatically become the property of the City.

Expenses for developing proposals and for additional negotiations and submissions, as they may be required by the City, are completely the responsibility of the offeror and shall not be chargeable in any manner to the City.

Any information released either verbally or in writing prior to the issuance of this RFP shall be deemed preliminary and not binding on the City or its offerors.

The City accepts no financial responsibility for costs incurred by any offeror in responding to this RFP. All responses and materials related to this RFP will become the property of the City.

8. REJECTION OF PROPOSALS

The Official may cancel this RFP, or may reject in whole or in part any and all proposals, if he determines that such cancellation or rejection serves the best interests of the City.

9. BASIS FOR AWARD OF CONTRACT

In the event that a contract is awarded, it will be awarded to the responsible and responsive offeror whose proposal conforms to this RFP and is deemed by the City and the Official to be the most advantageous and in the City's best interest.

The Official may award a contract, based upon the most advantageous proposal received, without additional submissions from the offeror. Accordingly, each proposal shall be submitted on the most favorable terms to the City. However, the Official reserves the right to request additional data, oral discussion, or presentations in support of written proposals.

Any contract awarded as a result of this RFP will be deemed to be conditioned upon the general and specific provisions herein.

10. QUALIFICATIONS OF OFFERORS

It is the purpose and intention of the Official not to award the contract to any offeror who does not furnish evidence, when requested, satisfactory to the Official that he has the ability and experience to perform the pertinent class of work.

11. RESPONSIBLE AND RESPONSIVE OFFERORS

State Law requires that Contracts shall be awarded only to responsible and responsive offerors.

In order to qualify as responsible, the offeror must meet the following standards:

- a. Possess the capability to fully perform the services required under this Contract and the integrity and reliability which assures good faith performance;
- b. Possess the necessary experience, organizational and technical qualifications, skills and facilities to perform the services specified in this RFP;
- c. Possess the ability to comply with the proposed or required dates of delivery and performance schedules; and
- d. Maintain a satisfactory record of performance.

In order to qualify as responsive, the offeror must comply with the following standards:

- a. Submit a complete proposal which conforms in all respects to this RFP;
- b. Submit a complete proposal which is signed by the appropriate authorized person and accompanied by all required certifications and representations;
- c. All price quotations must be guaranteed for the duration of the contract.

12. **INFORMATION, REQUIRED CONTENT AND FORMAT OF PROPOSALS**

The Official shall rely on the sources of information described in this RFP to evaluate the ability of each offeror to comply with the scope of services set forth herein and to select the proposal that is most advantageous to the City.

Proposals shall contain all forms, information and additional materials required as part of this RFP, with complete responses. Additional materials should be referenced and then attached at the end of the proposal.

NOTE: Proposers are advised to submit only the information that is relevant to the information sought by the City of Boston Police Department through this RFP process. The submission of any excessive and superfluous information, which results in the unnecessary and untimely review by the evaluation committee, may result in the disqualification of such proposal.

13. **PROPOSALS FOR EQUAL ITEMS**

Equal proposals shall be considered. Except where otherwise noted to the contrary in the contract documents, any proprietary name mentioned in the Purchase Description and Specifications is for the purpose of information only and is not intended to limit competition. Proposals for any article, assembly, system, or any component part thereof (hereinafter "item"), equal to that named in the specifications, will be considered. An item shall be considered equal to the item so named if: (1) it is at least equal in quality, durability, appearance, strength, and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased, and; (3) it conforms substantially, even with deviations, to the detailed requirements for the item in said specifications.

An offeror submitting a proposal on a proprietary item(s) other than the specific item(s) named in the specifications shall submit, with the proposal filed, a written notice containing the name and full particulars pertaining to such item(s), including, but not necessarily limited to, the manufacturer's name, catalog number, model number, and price.

The decision of the Official as to whether an item(s) is or is not equal shall be final.

Any and all expense necessary to prove to the Official the quality of items offered as equal to the specific item or specified names shall be borne exclusively by the offeror submitting any proposed substitutions.

14. INFORMATION AS TO PROPOSED MATERIALS

Before any contract is awarded, the offeror may be required to furnish, without expense to the City, a complete statement of the original composition and manufacture of any or all materials proposed to be used in the performance of the work, together with all samples, which may be subjected to any reasonable tests required by the Official to determine their quality and fitness for the work.

15. TECHNICAL EVALUATION

If a variance from the specifications is not clearly noted, it is assumed that the offeror is able to meet the specifications as written.

In the evaluation of the proposal, the Official, at his discretion, may obtain technical support from appropriate agencies. Offerors shall agree to fully cooperate with such personnel when utilized by the Official.

16. UNIT PRICE PROPOSALS

Offerors shall submit prices for and proposal prices shall be compared on the basis of the entire period of performance. Offerors shall calculate and incorporate all associated costs. This contract shall not allow for any hidden costs. Offerors shall submit prices on the Price Proposal Sheet incorporated herein and attached hereto. An offeror's deviation from the original format of the Price Proposal Sheet may result in the disqualification of such proposal.

17. TAXES

The City is exempt from federal excise taxes (Federal Exemption Number A-108-328) and from the Massachusetts sales and use tax (Certificate Number E-046-001-380). Exemption Certificates will be provided, if requested, following award to the successful offeror.

18. CONTRACT AWARD

The award of the contract will be made to the responsible and responsive offeror whose proposal is determined to provide the City with the most advantageous proposal whose total cost amount is within a competitive price range, based upon evaluation of the information furnished as required under this RFP. Evaluation criteria to be considered by the Official is contained in Section 5 of this RFP.

The Official shall determine the most advantageous proposal from a responsible and responsive offeror, taking into consideration price and the evaluation criteria set forth in the Request For Proposals.

The Official shall award the contract by written notice to the selected offeror within the time for acceptance specified in the Advertisement. The parties may extend the time for acceptance by mutual agreement.

19. ACCEPTANCE OF PROPOSAL

The submission of a proposal shall constitute agreement on the part of the offeror that, if the offeror is given or mailed a notice of acceptance within ninety (90) days (or such other time specified in the Advertisement) of the date of the opening of non-price proposals, the offeror shall within ten (10) business days of receipt of such notice, or within such additional time as the Official may authorize in writing, deliver to the Official a contract properly executed together with the required contract forms and any other documents requested by the Official.

20. BASIS FOR ACCEPTANCE/CONFLICT OF INTEREST

Any proposal made will be accepted only on the basis that the offeror, by filing its proposal, represents that it is made in good faith without fraud, collusion, or connection of any kind with any other offeror for the same work; that the offeror is competing solely in its own behalf without connection with, or obligation to, any undisclosed person, firm or corporation; that no other person, firm or corporation has any interest in the contract; that no officer, agent or employee of the City/County is financially interested in the contract; that the offeror is fully informed in regard to all provisions of the contract documents, including, without limitation, the specification and drawings, if any; the time for performance and the provisions with respect to liquidated damages, bonds and insurance, if any.

21. REQUEST FOR PROPOSALS INCLUDES BY REFERENCE ALL DOCUMENTS REFERRED TO AND INCLUDED THEREIN

This Request For Proposals hereby expressly incorporates by reference any and all documents referred to therein, including without limitation the Advertisement, the Purchase Description and Specifications, the Evaluation Criteria, and all contractual terms and conditions applicable to the procurement.

This Request For Proposals hereby expressly incorporates by reference the City of Boston/County of Suffolk Standard Contract General Conditions (Form CM-11) and such other contractual terms as the Official deems necessary.

SECTION 4
PURCHASE DESCRIPTION
AND
SPECIFICATIONS

The Physical Comparison Unit of the Boston Police Department (BPD), acting by its Police Commissioner, invites proposals from qualified bidders to provide services as a Technical Leader and Training Coordinator(s) for the Firearms Analysis Section (FAS). The selected vendor would work closely with the Director of the Firearms Analysis Section and the Quality Manager of the BPD Forensic Group to ensure the seamless delivery of remedial training programs in the areas of firearms operability and microscopic comparisons of firearm evidence, and the selected vendor would provide technical guidance to the members of the Firearms Analysis Section in the performance of casework. It is anticipated that the term of the contract awarded from this RFP will be for approximately one year, July 1, 2010 to June 30, 2011.

The contractor shall be responsible for providing the following:

- Providing both on-site and off-site services to assist the BPD FAS in preparing accreditation by the American Society of Crime Lab Directors/Laboratory Accreditation Board (ASCLD/LAB).
- Assist with the development and implementation of written protocols and procedures for the FAS.
- Performing technical reviews, of past and present cases.
- Evaluating the training program; assisting with designing or reconfiguring current training programs.
- Assisting with redesigning workspace within the unit.
- Assisting with the hiring process of new examiners; providing training for FAS personnel, as well as, identifying available third party training.
- Facilitate discussions with the Department Command Staff and other relevant personnel regarding implementation of recommendations on policy and management changes, as well as any training requirements.
- A representative from the awarded company will be required to come to Boston Police Headquarters to train and facilitate with Forensic Group personnel.

BIDDER QUALIFICATIONS:

- a) Bidders must possess extensive experience working in an ASCLD/LAB accredited laboratory.
- b) They must possess the required expertise to process cases and conduct analysis and microscopy examination when needed, and testify in Court in both Criminal and Civil cases.
- c) Bidders must have at least eight to ten years of full-time or equivalent part-time technical and professional experience in the field of Forensic Firearm and Tool Mark Examination. It is strongly preferred that applicants have: knowledge of general forensic testing, techniques and methods, knowledge of the practices, techniques, standard test procedures, specifications, standards and guidelines governing assigned unit activities, ability to analyze and determine the applicability of laboratory data to draw conclusions and make recommendations, ability to give oral and written instructions in a precise, understandable manner.
- d) Bidders employees assigned to this project must have a bachelor's degree in a natural science.
- e) Bidders employees assigned to this project must have certification in the areas of Firearms Examination and Tool Mark Examination with the Association for Firearms and Tool mark Examiners.
- f) Bidders must provide with their bid submission, professional resumes of personnel assigned to this project detailing their qualifications, as well as a list of two (2) references with the same type of service provided. Include each company name, address contact person and phone number.

INSURANCE REQUIREMENTS:

Official to check one: X Insurance required
 Insurance not required

If required, every contractor for services shall take out and maintain during the term of the contract the following insurance:

- (1) such Workers' Compensation insurance as may be reasonably necessary and required to protect the Contractor from claims under General Laws Chapter 152 (the Workers' Compensation Law);
- (2) such public liability and property damage insurance as shall name the City of Boston as an additional insured and protect the Contractor and any subcontractor performing work covered by his contract from claims for personal injury, including wrongful death, as well as from claims for property damage, which may arise from operations under the contract, whether such operations by himself or by any subcontractor or by anyone directly or indirectly employed by either of them

at, and/or away from, the Contractor's place of business and the amounts of insurance shall be as follows:

- (a) public liability insurance in any amount not less than One Hundred Thousand Dollars (\$100,000.00) for injuries, including wrongful death, to any person, and, subject to the same limit for each person, in an amount not less than Three Hundred Thousand Dollars (\$300,000.00) on account of one accident; and
- (b) property damage insurance in an amount not less than Fifty Thousand Dollars (\$50,000.00) for damages on account of any one accident and an amount not less than One Hundred Thousand Dollars (\$100,000.00) for damages on account of all accidents.

Included with the filing of the bid documents, the Contractor shall provide the Police Department with original Certificates of Insurance evidencing that the above insurance is in full force and effect. Failure of the Contractor to provide and continue in force such insurance shall be deemed a material breach of the contract and shall operate as an immediate termination thereof.

REPORT REQUIREMENTS:

A report of the progress and recommendations will be issued to the Director of the Physical Comparison Unit and the Commander of the Forensic Group. Department will make the final changes to the policies based on these recommendations.

REIMBURSEMENT FOR OUT-OF-POCKET EXPENSES:

Awarded vendor will be reimbursed for travel expenses to and from site, if needed, to come from out of state for on-site service. Vehicular travel to and from site location, and lodging if necessary. Vendor will be required to provide the Department with documentation as proof of any related travel expenses.

SECTION 5

MINIMUM EVALUATION CRITERIA

The Boston Police Department will use the following minimum criteria to evaluate proposals and identify responsive and responsible offerors. In order to qualify as responsive and responsible, an offeror must meet the standards, as defined in Section 4, entitled "Request For Proposals". All offerors meeting the minimum evaluation criteria will be considered and compared based on the comparative evaluation criteria and price range.

Offerors shall respond to all of the questions in this Section by checking "Yes" or "No", and shall submit with their proposals. If an offeror does not meet all of the minimum criteria (if any answer is "no") the proposal is eliminated from further consideration. If an offeror submits an answer "yes" to each of the questions, the proposal remains under consideration.

Offerors are cautioned to submit honest and accurate answers. A false response will result in proposal rejection.

The following Evaluation Criteria shall delineate the minimum requirements necessary in order for your proposal to receive further consideration. Please check the appropriate answer to indicate your commitment to meet each.

1. Is this proposal being submitted in accordance with the instructions of Section 1, entitled "Advertisement", and Section 2, entitled "General Notice to Offerors", with special reference to filing deadlines?

[] YES [] NO

2. Has the offeror, or his/her authorized representative, completed and signed each of the standard contract forms included as part of Section 8, entitled "Contract Documents"?

[] YES [] NO

3. Is the proposal responsive and responsible as described and defined in Section 3, entitled "Request for Proposals"?

[] YES [] NO

4. Has the offeror responded to and submitted all forms, documentation, and questionnaires required in, and in strict accordance with, this RFP?

[] YES [] NO

5. Has the offeror submitted an original proposal and two exact duplicate copies of the original, in strict accordance with the instructions set forth in Section 2, entitled "General Notice to Offerors"?

[] YES [] NO

6. Has the offeror submitted its prices on, and in accordance with, the original format of the Price Proposal Sheet?

[] YES [] NO

7. Has the proposer included as part of the non-price proposal a list of three or more professional references, (or previous contracts awarded) with contact names, phone numbers, addresses, description of services as required?

[] YES [] NO

8. Does the proposer have the minimum technical and professional experience in the field of Forensic Firearm and Toolmark examination?

[] YES [] NO

9. Does the proposer have certification in the areas of Firearms and Toolmark examination with the Association for Firearms and Toolmark Eexaminers?

[] YES [] NO

10. Are all components of the price proposal competed?

[] YES [] NO

11. Is your company financially solvent (i.e., currently not bankrupt and currently not considering filing for bankruptcy protection)?

[] YES [] NO

12. Has the proposer submitted a contract proposal with the complete description of the services to be provided?

[] YES [] NO

Signed: _____
(Authorized Representative of Offeror)

Date: _____

SECTION 6

COMPARATIVE EVALUATION CRITERIA

Comparative evaluation criteria, in effect, will reflect those standards or attributes the Boston Police Department perceives to be most favorable in provision of on and offsite services to assist the Firearms Analysis Section in preparing for accreditation, developing a training program, performing a technical reviews and making recommendations on policy and management changes within the FAS. In weighing it's decision, the Department shall apply the following comparative evaluation criteria to all proposals that meet the Department's quality requirements (i.e., those of which offerors have truthfully responded, "yes" to each question in the section entitled "Minimum Evaluation Criteria". For each evaluation criteria set forth below, please provide the information requested.

A rating of "Highly Advantageous", "Advantageous", "Not Advantageous", or "Unacceptable" will be assigned to each criterion on the basis of information and documentation received, and all other information available to the Department to verify proposal information.

Please provide a detailed written proposal for providing on and offsite services to assist the Firearms Analysis Section in preparing for accreditation, developing a training program, performing technical reviews and making recommendations on policy and management changes within the FAS as described in the "Purchase Descriptions and Specifications" section of this RFP. Please be specific as possible and include as much detail as possible on topics including the services you propose to offer, the steps you will take to assess the BPD's policies and to compare them to other jurisdictions, the report that you will prepare and the discussions and training you will conduct with BPD personnel.

CRITERION #1: CLARITY, COMPLETENESS AND ACCEPTABILITY

Highly Advantageous: The Offeror's proposal is clearly written and fully describes and meets all the specific FAS areas of need:, methods necessary to perform the required services s, and the proposal is highly efficient and organized.

Advantageous: The Offeror's proposal is clearly written and all of the specific FAS areas are met: Technical Leadership, Training coordination, Preparation for accreditation, written policies/procedures and potential related areas that require review as well as addresses all methods necessary to perform the required service

Not Advantageous: The Offeror's proposal does not address or meet all of the specific areas of need; Technical Leadership, Training coordination, Preparation for accreditation, written policies/procedures and potential related areas that require review and does not address the methods necessary to perform the required services or such methods are unsatisfactory or inconsistent with the provisions of this RFP.

Unacceptable: The Offeror's proposal is not clearly written or does not identify or meet the FAS areas of need that require review and does not identify the specific services to be performed.

Please provide a list of at least three (3) references for which proposer has performed similar services. Please be sure to include contact information for each client, as well as a brief identification of when the proposer worked for each client and what services were performed.

CRITERION #2: **PROFESSIONAL REFERENCES, REVELANCE AND REPUTATION**

Highly Advantageous: All references suggested the proposer's ability to successfully perform the required services, a sterling professional reputation and prior or current professional service as very similar to the services required under this RFP.

Advantageous: All references suggested the proposer's ability to successfully perform the required services, a satisfactory professional reputation and prior or current professional service as relevant to the services required under this RFP.

Not Advantageous: Three (3) or more references suggested the proposer's inability to successfully perform the required services, a dissatisfactory professional reputation or prior or current professional services as irrelevant.

Please describe the proposer's experience conducting law enforcement policy and procedure reviews and providing technical assistance, training and management to police departments.

CRITERION #3: **EXPERIENCE**

Highly Advantageous: The proposer has over 5 years or more experience providing training services, performing technical reviews and making recommendations on policy and management changes in the area of Forensic/Firearms Analysis, 5 or more years experience working in an ASCLD/LAB accredited laboratory.

Advantageous: The Offerer has more 3 but then 5 years experience providing training services, performing technical reviews and making recommendations on policy and management changes in the area of Forensic/Firearms analysis; and has more the 3 but less then 5 years experience working in an ASCLD/LAB accredited laboratory.

Not Advantageous: The Offerer possesses less then 3 years experience providing training services, performing technical reviews and making recommendations on policy management changes in the area of Forensic/Firearm analysis; and less then 3 years experience working in an ASCLD/LAB accredited laboratory.

Unacceptable: The Offerer possesses less than 1 year experience conducting law enforcement policy and procedure reviews across jurisdictions, along with providing technical assistance, education, training and management services to police departments and less than 1 year or no experience working in an ASCLD/LAB accreditation laboratory.

Please provide a description of the proposer's staffing plan for carrying out the proposed services. Please identify the individuals who would perform the proposed services and what each individual's role will be in the performance of the proposed services. In addition, please provide a description of each individual's qualifications and experience, which may include a resume.

CRITERION #4

EXPERIENCE OF MANAGEMENT AND STAFFING

Highly Advantageous: The proposer's submitted documentation reveals a significant degree of staff training and experience. Staff assigned has more than 8 years or more of experience in the field of Forensic Firearm and Tool mark Examination, and are certified in the areas of Firearm Examination and Tool mark examination with the Association of Firearms and Tool mark Examiners.

Advantageous: The Offerer submitted documentation reveals a sufficient degree of staff training and experience. Staff assigned have more than 6 years and up to 8 years experience in the field of Forensic Firearm and Tool mark Examination, and are certified in the areas of Firearm Examination and Tool mark examination with the Association of Firearms and Tool mark Examiners.

Not Advantageous: The Offerer submitted documentation reveals a moderate degree of staff training and experience. Staff assigned have 4 years and up to 6 years experience in the field of Forensic Firearm and Tool mark Examination, and are certified in the areas of Firearm Examination and Tool mark examination with the Association of Firearms and Tool mark Examiners.

Unacceptable: The Offerer submitted documentation is inconclusive or reveals inadequately inexperienced management and staffing within the organization. Staff assigned have less than 4 years experience or training in Forensic Firearm and Tool mark Examination, and are not certified in the areas of Firearm Examination and Tool mark examination with the Association of Firearms and Tool mark Examiners.

SECTION 7

PRICE PROPOSAL

Prices shall remain fixed throughout the term of this contract. All costs associated with providing the specified services shall be included and incorporated in an hourly rate as required on this price proposal. This contract will not allow for any hidden costs.

The contractor shall provide all labor, materials and equipment necessary to perform services as described in the contract specifications. Bidders must include labor rate and number of hours required to provide policy review, report writing ,recommendations and facilitation and training services:

A. UNIT ASSESSMENTS/REVIEWS

\$_____ per hour X _____ # hours=\$_____

B. PROTOCOL/PROCEDURE REVIEW

\$_____ per hour X _____ # hours=\$_____

B. TECHNICAL REVIEW

\$_____ per hour X _____ # hours=\$_____

C. TRAINING AND TRAINING PROGRAM DEVELOPMENT

\$_____ per hour X _____ # hours=\$_____

**D. TRAVEL EXPENSE(estimated)
(out of state travelers, hotel and airfare only)
documentation as proof will be required)**

Airfare Total \$_____ Hotel Total \$_____

TOTAL SUM OF PART A, B, C, D

\$_____ **TOTAL BID**

Page 2

Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____



CERTIFICATE OF AUTHORITY
(For Corporations Only)

_____, ____
(Current Date)

At a meeting of the Directors of the _____
(Name of Corporation)

duly called and held at _____

on the _____ day of _____, _____, at

which a quorum was present and acting, it was VOTED, that

(Name)

the _____ of this corporation is hereby
(Office)

authorized and empowered to make, enter into, sign, seal and deliver in behalf of this

corporation a contract for providing technical training coordinator to the Firearm

Analysis Section of the Boston Police Department,

(Describe Service)

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

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

(Name)
is the duly elected _____
(Office)

of this corporation.

Attest:

(Affix Corporate Seal Here)

(Clerk) (Secretary) of the Corporation



CITY OF BOSTON /COUNTY OF SUFFOLK

CONTRACTOR CERTIFICATION*

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

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

providing technical training coordinator to the Firearms Analysis Section of the

Boston Police Department,

(Official will describe work here prior to issue)

in accordance with the terms of the accompanying contract documents.

- A. The Contractor is a/an _____
(Individual-Partnership-Corporation-Joint Venture-Trust)

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

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

Corporation is incorporated in the State of _____

President is _____

Treasurer is _____

Place of business is _____

(Street)

(City, State and Zip Code)

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

A copy of the joint venture agreement is on file at _____

and will be delivered to the Official on request.

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



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

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

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

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

_____.

*If individual use Social Security Number:_____.

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

- F. Pursuant to M.G.L. c.62C, §49A, the undersigned certifies under the penalties of perjury that to the best of his/her knowledge and belief all state tax returns have been filed and all state taxes required under law have been paid. (NOTE: The Taxpayer Identification Number will be furnished to the Massachusetts Department of Revenue to determine compliance with the above-referenced law).



Contractor: _____

By: _____
(Sign Here)

Business Address: _____
(Street)

(City, State and Zip Code)

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

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

If the Contractor is a partnership this statement must be signed by a general partner designated as such.

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



STANDARD CONTRACT

CITY OF BOSTON/COUNTY OF SUFFOLK

(FORM CM 10 and 11)

CONTRACT NO. _____

DEPARTMENT - INVOICE MAILING ADDRESS
BOSTON POLICE HEADQUARTERS
RESEARCH AND DEVELOPMENT
1 SCHROEDER PLAZA
BOSTON, MA 02120

SERVICE LOCATION ADDRESS
CONTRACTOR'S BUSINESS LOCATION

CONTRACTOR'S NAME AND ADDRESS

PLEASE
INCLUDE
ZIP
CODE

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

FIN or SSN _____

Vendor ID _____

DESCRIPTION OF SERVICES FOR WHICH CITY/COUNTY AGREES TO PAY IF RENDERED IN ACCORDANCE WITH THE CONTRACT

DOCUMENTS ATTACHED AND/OR INCORPORATED BY REFERENCE (continue on separate 8½" x 11" sheet(s) if necessary)

The undersigned proposes to furnish the specified supplies or services and to perform all work required for providing technical training coordinator(s) to the Firearms Analysis Section of the Boston Police Department, in accordance with the terms of all accompanying contract documents.

TERM

(M/D/YY)

7/1/10

thru

6/30/11

TOTAL
AMOUNT
NOT TO
EXCEED

\$

* INSERT BASIS OF COMPENSATION: \$ PER HOUR / \$ PER DIEM

AUDITOR

APPROVED AS TO AVAILABILITY OF APPROPRIATION OR PURSUANT TO ARTICLE 12.2 OF THE GENERAL CONDITIONS

IN THE AMOUNT OF

\$

SIGNATURE

DATE

CONTRACTOR

AGREES TO PROVIDE THE SERVICES AS INDICATED IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS. (IF CORPORATION, ATTACH AUTHORITY TO SIGN.)

SIGNATURE

TITLE

DATE

AWARDING AUTHORITY/OFFICIAL

ATTACH APPROVED LETTER OF AWARD AND OTHER REQUIRED DOCUMENTS.

SIGNATURE

DATE

ATTACHMENTS: (✓ CHECK ALL APPLICABLE DOCUMENTS ATTACHED)

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

Approved as to form by Corporation Counsel May, 1999

No payment will be made until the original copy of the executed contract is filed with the Auditing Department

**CITY OF BOSTON/COUNTY OF SUFFOLK
STANDARD CONTRACT GENERAL CONDITIONS**

FORM CM 11

ARTICLE 1 -- DEFINITION OF TERMS:

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

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

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

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

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

ARTICLE 2 -- PERFORMANCE:

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

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

2.3 All work papers, reports, questionnaires and other written materials prepared or collected by the Contractor in the course of completing the work to be performed under this Contract shall at all times be the exclusive property of the City. The Contractor shall not use such materials for any purposes other than the purpose of this Contract without the prior written consent of the Official.

ARTICLE 3 -- ACCEPTANCE OF SERVICE:

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

ARTICLE 4 -- TIME:

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

ARTICLE 5 -- COMPENSATION:

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

5.2 Thereupon the Official shall estimate the value of services accepted by the City, and City shall pay to the Contractor such amount less sums retained under the provisions of Article 8 of these General Conditions.

5.3 The City shall pay in full and complete compensation for services performed under this Contract in an amount not to exceed the amount shown on the face of this Contract paid in accordance with the rate indicated or in accordance with a prescribed schedule.

5.4 In the event that this Contract provides for reimbursement by the City to the Contractor for travel or other expenses, the Contractor shall submit such proposed expenses to the Official for approval prior to the incurrence of such expenses, unless the Contract specifically provides otherwise.

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

ARTICLE 6 -- RELATIONSHIP WITH THE CITY

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

6.2 Unless all the terms and conditions for the delivery or provision of goods or services by the Contractor to the City specified by this Contract are expressly set forth in a writing incorporated herein by reference, such delivery of goods or services shall require written approval of or direction by the Official prior to the incurrence of any liability by the City.

6.3 All alterations or additions, material or otherwise, to the terms and conditions of this Contract must be in writing and signed by the Official and Contractor and filed with the City Auditor.

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

ARTICLE 7 -- ASSUMPTION OF LOSS AND LIABILITY:

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

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

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

ARTICLE 8 - REMEDIES OF THE CITY:

8.1 If the Contractor shall provide services in a manner which is not to the satisfaction of the Official, the Official may request that the Contractor furnish services at no additional cost to the City until approved by the Official. If the Contractor shall fail to provide services or shall provide services which are not satisfactory to the Official, the Official, in the alternative, may make any reasonable purchase or Contract to purchase services in substitution for those due from the Contractor. The City may deduct the cost of any substitute Contract or nonperformance of services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor.

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

8.3 The Contractor shall not be liable for any damages sustained by the City due to the Contractor's failure to furnish services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including but not necessarily limited to a state of war, act of enemies, embargoes, expropriation or labor strike or any unanticipated federal, state, or municipal governmental regulation or order, provided that the Contractor has notified the Official in writing of such cause within fourteen (14) days after its occurrence.

8.4 This Contract may be terminated at any time for the convenience of the City at the option of the Official by delivering or mailing to the Contractor at the Contractor's business address a written notice of termination setting forth the date, not less than seven (7) days after the date of such delivery or mailing, when such termination shall be effective. In the event of such termination for convenience, the Contractor shall be compensated for services rendered to the effective date of said termination in accordance with the rates of compensation specified in this Contract.

ARTICLE 9 -- REMEDIES OF CONTRACTOR:

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

ARTICLE 10 - PROHIBITION AGAINST ASSIGNMENT:

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

ARTICLE 11 - COMPLIANCE WITH LAWS AND PUBLIC POLICY:

11.1 This Contract is made subject to all laws of the Commonwealth of Massachusetts.

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

11.3 The Contractor shall where applicable take out and maintain during the term of this Contract such Worker's Compensation insurance as may be reasonably necessary to protect the Contractor from claims under General Laws c. 152 (the Worker's Compensation Law).

11.4 The Contractor agrees and shall require any subcontractor to agree not to discriminate in connection with the performance of work under the Contract against any employee or applicant for employment because of sex, race, religious creed, national origin or age. The Contractor agrees and shall require any subcontractor to agree to post in conspicuous places notices to be provided by the Massachusetts Commission Against Discrimination, setting forth provisions of the Fair Employment Practice Law of the Commonwealth.

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

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

11.7 In furtherance of the Mayor's Executive Order "Minority and Women Business Enterprise Development" dated December 31, 1987 and the Ordinance entitled "Promoting Minority and Women Owned Business Enterprises in the City of Boston" (Ordinances of 1987, Chapter 14), it is understood and agreed by the Contractor, and the Contractor by the execution of this Contract so certifies, as follows: (1) That the contractor shall actively solicit bids for the subcontracting of goods and services from certified minority and women businesses; (2) That in reviewing substantially equal proposals the Contractor shall give additional consideration to the award of subcontracts to certified minority and women bidders.

ARTICLE 12 -- AVAILABLE APPROPRIATION:

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

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

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

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

ARTICLE 13 -- RELEASE OF CITY ON FINAL PAYMENT:

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

CM FORM 15A

CORI COMPLIANCE

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

CERTIFICATION

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

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

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

Signature

(Name of Business)

NOTE:

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

Instructions for Completing CM Form 15B:

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

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

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

CM FORM 15B

CORI COMPLIANCE STANDARDS

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

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



CITY OF BOSTON JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION • (617) 918-5259

NOTICE TO VENDORS

Requirements Of The Boston Jobs And Living Wage Ordinance

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

- 1. COVERED VENDOR:** Any for-profit or not-for-profit employer who employs at least 25 full-time equivalents (FTE) who has been awarded a Service Contract of \$25,000 or more from the City of Boston must comply with the provisions of the Boston Jobs And Living Wage Ordinance. FTE is defined in the Ordinance as a formula to calculate the number of employee work hours which equal one full-time position. For the purposes of this Ordinance, full time shall mean the standard number of working hours, between 35 hours and 40 hours per week that is used by the Covered Vendor to determine full-time employment.
- 2. COVERED SUBCONTRACTOR:** Any Subcontractor who is awarded a Subcontract of \$25,000 or more from a Covered Vendor and the Subcontract is paid from the funds of the City of Boston service contract, must comply with the provisions of the Boston Jobs And Living Wage Ordinance.
- 3. AFFIDAVIT AND AGREEMENT REQUIRED:** All vendors proceeding with IFBs, RFPs or Unadvertised Contracts for \$25,000 or more, must file a **VENDORS LIVING WAGE AFFIDAVIT**, (Form LW-8), and the **COVERED VENDORS LIVING WAGE AGREEMENT**, (Form LW-2) at the time a Covered Vendor is awarded a Service Contract or signs an unadvertised Service Contract with the City of Boston.
- 4. PAYMENT OF LIVING WAGE:** Covered Vendors subject to the Ordinance must pay the *Living Wage*, which is currently \$12.62 per hour to all employees who expend time on a Service Contract of a Covered Vendor or Covered Subcontractor. The *Living Wage* is subject to an annual adjustment and will increase to \$12.79 as of July 1, 2009.
- 5. MAINTENANCE OF PAYROLL RECORDS:** Each Covered Vendor shall maintain payrolls for all Covered Employees and basic records relating thereto for a period of three years. The records shall contain the name and address of each employee, job title and classification, number of hours worked each day, gross wages, deductions made, actual wages paid, a copy of the social security returns, and evidence of payment thereof, a record of fringe benefit payments including contributions to approved plans, funds or programs and/or additional cash payments, and such other data as may be required by the Living Wage Division from time to time.
- 6. EXAMINATION OF PAYROLL RECORDS:** Each Covered Vendor shall permit the Living Wage Administrator or his/her designee to observe work being performed upon the work site, to interview employees and to examine the books and records relating to the payrolls being investigated.

- 7. COVERED EMPLOYEE FACT SHEET (FORM LW-4) AND POSTER:** All Covered Vendors shall provide each Covered Employee with a *Covered Employee Living Wage Fact Sheet (Form LW-4)* containing information about the Ordinance. In addition, all Covered Vendors shall hang a poster containing information about the Ordinance in a conspicuous location visible to all employees. The Living Wage Administrator shall provide the fact sheet and poster to Covered Vendors.
- 10. QUARTERLY AND BIENNIAL REPORTS (FORMS LW-9, LW-9A):** Covered Vendors shall provide Quarterly or Biannual reports to the Living Wage Administrator of their employment activities. Not-for-profit vendors with 50 or more FTEs and all for-profit vendors shall be required to provide such reports quarterly. Not-for-profit vendors with less than 50 FTEs shall be required to provide such reports biannually.
- 11. IMPORTANT TAX INFORMATION/EARNED INCOME CREDIT:** Certain employees who earn less than \$42,000 per year **may** be eligible for certain federal and/or state tax credits called the **EARNED INCOME CREDIT**. Your payroll clerk is required to keep on hand the appropriate Internal Revenue Service forms, (Federal Form W5), information and instructions in the event any of your employees requests assistance in this matter.
- 12. PENALTIES AND REMEDIES:** In the event the Director of the Living Wage Division determines, after notice and hearing, that any Covered Vendor has failed to pay the Living Wage or has otherwise violated the provisions of the Ordinance, the Director may order any or all of the following penalties and relief:
- Fines in the amount of \$300 for each Covered Employee for each day that the Covered Vendor is in violation of this Ordinance;
 - The filing of a complaint with the pertinent State or Federal agency;
 - Wage restitution for each affected employee;
 - Suspension of ongoing contracts and subcontract payments; and
 - Ineligibility for future Contracts with the City for three years or until all penalties and restitution have been paid in full.
 - Any other action deemed appropriate and within the discretion and authority of the city.
 - None of the above remedies is intended to be exclusive or a prerequisite for asserting a claim for relief to enforce the right granted under the Ordinance in a court of law. The Ordinance shall not be construed to limit an employee's right to initiate a court action for wrongful termination.
- 13. FIRST SOURCE HIRING AGREEMENT (FORM LW-10):** All Covered Vendors and Covered Subcontractors who are awarded a contract shall sign a First Source Hiring Agreement (Form LW-10) with one or more Referral Agencies or One Stop Career Centers.
- 14. DESIGNATED DEPARTMENT:** For the purposes of the Ordinance, The Living Wage Division of the Office of Jobs and Community Services is the City's Designated Department responsible for overall implementation, compliance and enforcement. The *Contracting Department* is the agency awarding the service contract. The Living Wage Division is located at 43 Hawkins Street, Boston, MA 02114, telephone: (617) 918-5259 or fax: (617) 918-5299. Any questions concerning the Ordinance, Regulations, or the current *Living Wage* amount, should be referred to the Living Wage Administrator.
- 15. REGULATIONS:** The Jobs and Living Wage Regulations are available during normal business hours at the Office of the Living Wage Division.



CITY OF BOSTON JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION • (617) 918-5259

COVERED VENDORS LIVING WAGE AGREEMENT

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

Part 1: Covered Vendor (or Subcontractor) Information:

Name of Vendor: _____

Local Contact Person: _____

Address _____
Street City Zip

Telephone #: _____ Fax #: _____

E-Mail: _____

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

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

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

JOB TITLE	< \$12.79 p/h	\$12.79 p/h- \$15.00 p/h	\$15.01 p/h- \$20.00 p/h	> \$20.01 p/h

B. Total number of Covered Employees: _____

C. Number of Covered Employees who are Boston residents: _____

D. Number of Covered Employees who are minorities: _____

E. Number of Covered Employees who are women: _____

Part 4: Covered Vendor's Past Efforts and Future Goals *(Use additional sheets of paper if necessary in answering any of these questions):*

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

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

Describe the potential for advancement and raises for Covered Employees:

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

Part 5: Service Contracts:

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

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

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

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

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

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

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

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

Signature

Date

Position with Covered Vendor

THE LIVING WAGE DIVISION • (617) 918-5259

JOBS & COMMUNITY SERVICES • 43 HAWKINS STREET • BOSTON, MA 02114

PART 3: ADDITIONAL INFORMATION

Please answer the following questions regarding your company or organization:

1. Your company or organization is: *check one*:

☐ For Profit ☐ Not For Profit

2. Total number of "FTE" employees which you employ: _____

3. Total number of employees who will be assigned to work on the above-stated contract:

4. Do you anticipate hiring any additional employees to perform the work of the Service Contract?

☐ Yes ☐ No

If yes, how many additional F.T.E.s do you plan to hire? _____

PART 4: EXEMPTION FROM BOSTON JOBS AND LIVING WAGE ORDINANCE

Any Vendor who qualifies may request an Exemption from the provisions of the Boston Jobs And Living Wage Ordinance by completing the following:

I hereby request an Exemption from the Boston Jobs And Living Wage Ordinance for the following reason(s): Attach any pertinent documents to this Application to prove that you are exempt from the Boston Jobs And Living Wage Ordinance. Please check the appropriate box(es) below:

☐ The construction contract awarded by the City of Boston is subject to the state prevailing wage law; and

☐ Assistance or contracts awarded to youth programs, provided that the contract is for stipends to youth in the program. "Youth Program" means any city, state, or federally funded program which employs youth, as defined by city, state, or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part-time program; and

☐ Assistance or contracts awarded to work-study or cooperative educational programs, provided that the Assistance or contract is for stipends to students in the programs; and

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

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

PART 5. GENERAL WAIVER REASON(S)

I hereby request a General Waiver from the Boston Jobs And Living Wage Ordinance. The application of the Boston Jobs And Living Wage Ordinance to my (check one):

- ☐ Service Contract
☐ Subcontract

violates the following state or federal statutory, regulatory or constitutional provision or provisions.

State the specific state or federal statutory, regulatory or constitutional provision or provisions, which makes compliance with the Boston Jobs And Living Wage Ordinance unlawful:

GENERAL WAIVER ATTACHMENTS:

Please attach a copy of the conflicting statutory, regulatory or constitutional provisions that makes compliance with this ordinance unlawful.

Please give a full statement describing in detail the reasons the specific state or federal statutory, regulatory or constitutional provision or provisions makes compliance with the Boston Jobs And Living Wage Ordinance unlawful (attach additional sheets if necessary):

PART 6: VENDOR AFFIDAVIT:

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

Signed under the pains and penalties of perjury.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

TITLE: _____