

City of Boston  
Department of Neighborhood Development



REQUEST FOR PROPOSALS #EV00010145  
**Consultant(s) to Conduct a Nexus Study on the Relationship Between  
Non-Residential Development and the Cost and Supply of Housing  
and Employment Opportunities for all Boston Residents**

ISSUE DATE: January 18, 2022  
**RESPONSE DEADLINE: February 22, 2022**

*Mayor Michelle Wu*  
*Sheila Dillon, Director, DND*

# B NOTICE OF ACCOMMODATIONS

**English:** Interpretation and translation services are available to you at no cost. If you need them, please contact us at [Tim.Davis2@boston.gov](mailto:Tim.Davis2@boston.gov) or 617-635-0242.

**Spanish:** Tiene servicios de interpretación y traducción a su disposición sin costo alguno. Si los necesita, póngase en contacto con nosotros en el correo electrónico [Tim.Davis2@boston.gov](mailto:Tim.Davis2@boston.gov) o llamando al 617-635-0242.

**Haitian Creole:** Sèvis entèpretation ak tradiksyon disponib pou ou san sa pa koute w anyen. Si w bezwen yo, tanpri kontakte nou nan [Tim.Davis2@boston.gov](mailto:Tim.Davis2@boston.gov) oswa 617-635-0242.

**Traditional Chinese:** 我們可以向您提供口頭翻譯和書面翻譯服務，並不向您收取費用。如您需要，請與我們連絡，發電子郵件至 [Tim.Davis2@boston.gov](mailto:Tim.Davis2@boston.gov) 或致電 617-635-0242。

**Vietnamese:** Các dịch vụ thông dịch và biên dịch được cung cấp cho quý vị hoàn toàn miễn phí. Nếu quý vị cần những dịch vụ này, vui lòng liên lạc với chúng tôi theo địa chỉ [Tim.Davis2@boston.gov](mailto:Tim.Davis2@boston.gov) hoặc số điện thoại 617-635-0242X.

**Simplified Chinese:** 我们可以向您提供口头翻译和书面翻译服务，并不向您收取费用。如您需要，请与我们联系，发电子邮件至 [Tim.Davis2@boston.gov](mailto:Tim.Davis2@boston.gov) 或致电 617-635-0242。

**Cape Verdean Creole:** Nu ta oferese-bu sirvisus di interpretason y traduson di grasa. Si bu meste kes sirvisu la, kontata-nu pa email [Tim.Davis2@boston.gov](mailto:Tim.Davis2@boston.gov) ó pa telefóni, pa númeru 617-635-0242.

**Arabic:** خدمات الترجمة الفورية والترجمة التحريرية متوفرة لك دون أي تكلفة. إذا كنت بحاجة إلى تلك الخدمات، يرجى أو على الرقم 6176350242 [Tim.Davis2@boston.gov](mailto:Tim.Davis2@boston.gov) الاتصال بنا عبر

**Russian:** Услуги устного и письменного перевода предоставляются бесплатно. Если Вам они нужны, просьба связаться с нами по адресу электронной почты [Tim.Davis2@boston.gov](mailto:Tim.Davis2@boston.gov), либо по телефону 617-635-0242.

**Portuguese:** Você tem à disposição serviços gratuitos de interpretação e tradução. Se precisar deles, fale conosco: [Tim.Davis2@boston.gov](mailto:Tim.Davis2@boston.gov) ou 617-635-0242.

**French:** Les services d'interprétation et de traduction sont à votre disposition gratuitement. Si vous en avez besoin, veuillez nous contacter à [Tim.Davis2@boston.gov](mailto:Tim.Davis2@boston.gov) ou au 617-635-0242.



Language and  
Communications  
Access Program

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# 1. Introduction

The City of Boston Department of Neighborhood Development (“DND”) is issuing this Request for Proposals (“RFP”) seeking qualified consultants to conduct a nexus study documenting the impacts of non-residential development on (a) the cost and supply of housing and on (b) employment opportunities for all Boston residents in order to determine whether there should be changes in the City’s Development Impact Exaction (more commonly known as “Linkage”) requirements, as outlined in the Boston Zoning Code. The new nexus study should include a recommendation as to the appropriate contribution to address any such impacts, while also taking into account the feasibility of continued commercial development in Boston. DND is seeking a consultant with expertise in the areas of housing and employment impact analysis, real estate analysis, and housing, employment, and economic development policy. The nexus between new non-residential development and housing and employment was last analyzed in 2016 in Linkage Nexus Study, Final Report to Boston Planning & Development Agency, by Karl F. Seidman Consulting Services and ConsultEcon, Inc. The consultant will review this study and prepare their own study for updating and expanding upon them.

The contract will be funded by the Neighborhood Development Fund. The initial contract period is for six months, from April 1, 2022 to September 30, 2022, for a value not to exceed \$75,000. The City reserves the right to exercise an option to renew the contract awarded for an additional six months, from October 1, 2022 to March 31, 2023, in an amount not to exceed \$50,000, subject to the availability of sufficient funding appropriated for that subsequent fiscal year. The City shall retain sole discretion in exercising the option and no exercise of the option shall be subject to agreement or acceptance by the Consultant.

## **Proposals must be submitted by February 22, 2022.**

Any changes to this RFP will be posted as an addendum to the RFP through the City’s supplier portal ([boston.gov/Procurement](http://boston.gov/Procurement)).

Please email the RFP contact, [tim.davis2@boston.gov](mailto:tim.davis2@boston.gov), with any questions. Questions must be submitted by 5:00 pm February 9, 2022.

## **RFP Contact**

All questions or communications about this RFP should be directed in writing to:

Tim Davis  
Deputy Director for Policy Development & Research  
[tim.davis2@boston.gov](mailto:tim.davis2@boston.gov)

## 2. Schedule

Below is our preliminary timeline. Dates are subject to change. Any changes will be posted in an addendum to the RFP through the City's supplier portal ([boston.gov/Procurement](http://boston.gov/Procurement)).

1/18/2022	RFP is released
2/09/2022	Deadline to submit questions regarding the RFP. All questions must be submitted by 5:00 pm, by email to <i>tim.davis2@boston.gov</i>
2/10/2022	Responses to questions will be emailed to all parties who registered on the supplier portal.
2/22/2022	<b><u>Proposals due by 4:00 pm</u></b> <i>Submitted through the City's Supplier Portal. Proposals must be received by the deadline and can't be submitted by email.</i>
2/22/2022-3/14/2022	Applicant interviews and reference calls ( <i>if needed</i> )
3/15/2022	Consultant(s) selected; contract anticipated to begin 4/1/2022

## 3. Background

### 3.1 Program History

The City of Boston's Linkage program began in 1983 with the approval of Article 26 of the Boston Zoning Code, which sought to balance large-scale commercial development with needed residential construction. In 1986, the Neighborhood Housing Trust ("NHT") was created to manage housing linkage funds.

Also in 1986, Article 26 was expanded to include job training as an element of the linkage program, and the following year the Neighborhood Jobs Trust ("NJT") was created to manage jobs linkage funds.

In response to a legal challenge, in 1987 the City of Boston sought and secured state legislative approval to ensure the full legal authority of the Linkage program. While the state authorization allowed for inflation based increases in the linkage fees every three years, any other changes required a Home Rule Petition to be passed by the Boston City Council, signed by the Mayor of Boston, and then passed by the state legislature. From 1987 to 2018, the City only used this Home Rule Petition process once, in 2001, for a one time, 30.8 percent increase in the housing linkage rate.

In 2019, then Mayor Martin J. Walsh and the Boston City Council collaborated with housing and jobs advocates to create a Home Rule Petition, which if passed by the state legislature, would empower the City of Boston to alter the Linkage requirements without going to the state for each substantial change. The state legislature and Governor Baker approved the legislation in early 2021 as Chapter 365 of the Acts of 2020. This action provided Boston the opportunity to update the requirements to reflect both the market realities for developers, but also Boston's need for additional income restricted housing and job training opportunities.

For the text of the legislation, see <https://malegislature.gov/Laws/SessionLaws/Acts/2020/Chapter365>.

In March 2021, the City of Boston employed this new authority to increase the Linkage Rate for housing by 44 percent, largely to account for changes in construction costs over the life of the Linkage program. Further changes will require the new nexus study called for in this RFP. As called for in the 2021 legislation, such a report shall include an analysis of the following: (1) economic trends, such as real estate development activity, commercial rents per square foot, employment growth and inflation rates; (2) housing trends measured in terms of vacancy rates for affordable housing available to low and moderate income residents, and production statistics for new dwelling units; and (3) employment trends such as unemployment rates and statistics on the availability and use of job training programs.

### 3.2 Current Program Requirements.

Linkage fees are exacted from all new large-scale commercial real estate developments exceeding 100,000 square feet and requiring zoning relief, including expansion and rehabilitation projects. The  
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linkage requirement can be fulfilled through either a cash payment or direct creation of housing or a job-training program. All cash payments are received by either the NHT or the NJT for distribution. As mentioned above, the Linkage rates have changed over time, and are outlined in Table 1.

Table 1	Linkage Rate, Per Square Foot	
	Housing	Job Training
1984	\$5.00	N/A
1986*	\$5.00	\$1.00
2000	\$5.49	\$1.09
2002	\$7.18	\$1.44
2006	\$7.87	\$1.57
2013	\$8.34	\$1.67
2018	\$9.03	\$1.78
2021	\$13.03	\$2.36

\*Job training rate was set for the first time, with no change to the housing rate.

This rate is multiplied times the square footage greater than 100,000 square feet of a particular development project, except for Planned Development Areas (“PDA”) or Institutional Master Plans (“IMP”, the ten-year plans for universities and medical institutions), where there is a one-time 100,000 square foot exemption per PDA or IMP. For example:

Building Square Footage:	250,000
<u>Minus the 100,000 SF Exemption</u>	<u>-100,000</u>
Square Footage Paid Upon	150,000
<u>Times the Housing Linkage Rate</u>	<u>x \$13.03</u>
Equals the Housing Linkage Fees	\$1,954,500

Building Square Footage:	250,000
<u>Minus the 100,000 SF Exemption</u>	<u>-100,000</u>
Square Footage Paid Upon	150,000
<u>Times the Housing Linkage Rate</u>	<u>x \$2.36</u>
Equals the Housing Linkage Fees	\$354,000

Developers may make their housing payments through two methods. The most common is to make seven equal annual installment payments (the “Housing Payment Option”), to the Neighborhood Housing Trust.

Projects in “neighborhood” areas make housing payments over a seven year period beginning with the earlier of either the issuance of an occupancy permit or two years from issuance of a building permit. Projects in “downtown” areas make payments over a seven-year period, beginning upon issuance of the building permit.

The second method is called the Housing Creation Option. Under this option, the developer may meet all or a portion of their Linkage obligation by making a financial contribution to a specific income restricted housing project, typically near to the commercial project. Under this option, the funds still must go through the Neighborhood Housing Trust and be approved by both the Board of the Boston Redevelopment Authority and the NHT.

Job exaction obligations can be met through either payment of a cash grant (Job Contribution Grant) or creation of a job training program with a cost at least equal to the required Job Contribution Grant. In practice, almost all Job exactions have been paid through the grant option. Grants are paid in two equal installments with the first payment due at building permit issuance and the second payment one year later.

### **3.3 Impact**

From 1987 to 2021, the Neighborhood Housing Trust collected \$217.1 million in funds; \$102 million was collected in the last ten years. These funds have supported the creation of 7,149 new income-restricted units, and preserved 5,795 existing income-restricted units. In addition, 862 income-restricted units are under construction, and 159 units of existing income-restricted units are being rehabbed.<sup>1</sup>

From FY 1988 through FY 2021, the Neighborhood Jobs Trust disbursed over \$69 million in Linkage funds to support Boston’s education and workforce development efforts. In FY 2021, the NJT disbursed almost \$3.5 million in linkage funds. In support of:

- 30 community-based organizations that provide job training, education, and support services, who will serve an estimated 3,200 low- and middle-income Boston residents seeking employment in sectors impacted by the COVID-19 pandemic, including technology, culinary, healthcare, and human services;
- City Academy, a program that trains eligible Boston residents in one of two tracks: 1) Emergency Medical Technician training, or 2) Commercial Driver’s License (CDL)/Hoisting training; and
- The Tuition-Free Community College Plan, which pays for up to three years of tuition and mandatory fees at participating colleges for income-eligible Boston residents.

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<sup>1</sup> Data through 10/31/2021

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## 4. Scope of work/deliverables

The Consultant shall provide the City with a written report that demonstrates the relationship between residential development, housing, and employment. Non-residential uses will include:

- Office uses,
- Research and development/lab uses,
- Institutional and educational uses,
- Retail businesses and consumer-related service uses,
- Communication and utility uses,
- Industry (heavy and light uses),
- Hotel uses, and
- Entertainment uses.

Cumulatively, these uses are referred to as “non-residential development” in this RFP.

The Consultant shall use existing City data, supplemented by primary data on land uses, economic development trends, housing, employment, and workforce training programs, as determined necessary by the Consultant and the City.

### Task 1. Overview of Boston's Linkage Program and Prior Studies

- Review and provide summary of the policy including the types of developments to which linkage applies, triggers for the policy, payment schedules, the process for adjusting fees, exemptions, and restrictions.
- Create a timeline for the start of the housing and job trusts, any changes to fees, and policy changes over time.
- Prior memos, studies, exaction fee data, and other documents will be provided to the consultant.

### Task 2. Economic and Demographic Trends

- Perform a high-level macroeconomic analysis of Boston: The analysis should make the connection between economic and demographic trends in relation to commercial and residential growth with a focus on land use, proposed development, current production, job and population growth, and housing demand. The City will provide data to supplement the Consultant's analysis. The data will include: city development data for approved Article 80 projects, as well as, projects under review, demographic data on housing vacancy and housing need, development costs and finance information for recent affordable housing projects, and any available financial information for recent job training projects.
- The housing analysis should incorporate key statistics such as rents, unit prices, vacancy rates, and production to establish the link between development and housing demand. The consultant should also describe any emerging local or national trends that could impact Boston's economy or housing demand.
- The consultant will deliver a draft of task one and two findings at the conclusion of task two.

### Task 3. Impacts of Development on Jobs and Housing

- The study should describe the costs associated with mitigating the impacts of development.
- Identify the impacts of different development use types (office, hotel, retail, lab, industrial) on job creation and the ability of residents to be competitive for those positions.
- The study should describe the impact and mitigation necessary for very low, low, and moderate income levels.
- This task will be broken down into four (4) sub tasks:
  - Project level of development uses and employment impacts;
  - Project housing demand for affordable housing by tenure and income level generated from new development;
  - Assess development impacts on resident opportunities and training need; and
  - Calculate warranted housing and job DIP exactions.
- As part of this analysis the consultant will create a survey and conduct interviews. The City and the BPDA will coordinate and compile a list of firms for interviews, and distribute the employee survey to large employers in Boston.

### Task 4. Impact of Linkage Fees on Development

- For a range of housing and job DIP exactions, including the proposed exactions provided in task 3, provide an analysis of the impact of the exactions on the development of non-residential development, especially hotel, office, and laboratory uses.
- The analysis shall also explore the impacts of various payment schedules on development.
- The analysis of tasks 3 and 4 should be complete three months after the signing of a contract.

### 5. Policy Options and Recommendations

- The Consultant will formulate policy recommendations based on the analysis.
- The Consultant will propose guidelines for the linkage policy that will mitigate the impacts of development on the city and still encourage future development. These recommendations must include the steps necessary for implementation. All policies must consider the impacts of development on the city and economic growth.
- The recommendations should outline the proposed types of development contributing to the housing and job trusts, the contribution amounts, triggers for linkage policy thresholds (square footage), payment schedules, proposed indices to adjust trust contributions over time, and the associated impacts from changing the policy from the status quo.
- The consultant should also explore and describe other appropriate development fees to offset impacts.

## 4.1 Deliverables

Consultant will prepare a final report covering and summarizing the proposed tasks. The consulting team will create a presentation covering the analysis of the Nexus Study and key recommendations.

## **4.2 Public Meetings**

The Consultant may be asked to present the results of the study in a public forum or forums.

# 5. Request for proposal form

Proposal Form (PF)

## REQUEST FOR PROPOSAL FORM

SUBMITTED TO: DEPARTMENT OF NEIGHBORHOOD DEVELOPMENT

DATE RECEIVED BY DND: \_\_\_\_\_

SUBMITTED BY:

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

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

Under the conditions set forth by the Department of Neighborhood Development, the accompanying proposal is submitted for:

Project Title: \_\_\_\_\_

For this proposal to be properly evaluated all questions must be answered by the Offeror. The Awarding Authority (the Department of Neighborhood Development) will regard all responses to questions and all submissions as accurate portrayals of the Offeror's qualifications and any discrepancy between these statements and any subsequent investigation may result in the proposal being rejected.

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

\_\_\_\_\_  
Signature of individual submitting proposal

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of business

\_\_\_\_\_  
Date

PF-1

# 6. Qualification statement

## Qualification Statement (QS-1 and QS-2)

### QUALIFICATION STATEMENT

SUBMITTED TO: DEPARTMENT OF NEIGHBORHOOD DEVELOPMENT

DATE RECEIVED BY DND: \_\_\_\_\_

Submitted by: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

All Questions must be answered by the firm and/or individuals for this form to be properly evaluated. The Department of Neighborhood Development (Awarding Authority) will regard this statement as an accurate portrayal of the firm's and/or individual's qualifications and any discrepancy between these statements and any subsequent investigation may result in the proposal being rejected.

#### A. Applicant

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_ FAX \_\_\_\_\_

State and Date of Incorporation: \_\_\_\_\_

Number of Years in Business: \_\_\_\_\_

F.I.N. or Social Security Number: \_\_\_\_\_

#### B. Officers

President's Name: \_\_\_\_\_

Vice President's Name: \_\_\_\_\_

Secretary's Name: \_\_\_\_\_

Treasurer's Name: \_\_\_\_\_

#### C. Authorization

Date at \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

QS-1

**D. Certification of Good Faith**

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

**E. Attestation**

\_\_\_\_\_ sworn deposes and says that he/she is the  
\_\_\_\_\_ of \_\_\_\_\_  
and that all answers to the foregoing questions and all statements contained herein are true and correct.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires on: \_\_\_\_\_, 20\_\_\_\_\_.

QS-2

## 7. How to apply

To respond to this RFP, please submit two files: a technical proposal and a price proposal.

### 7.1 Technical proposal

Your technical proposal is every element of your response to this RFP, apart from anything to do with price. In your technical proposal, we're looking for you to submit a narrative response, provide 4 references, and sign our standard contract forms (LW-8, CM-16, Affidavit of Eligibility, and Form W-9).

#### Narrative

- On the cover or first page of your proposal, provide a primary contact's name, title, email and phone number and your organization's name and address.
- Please provide a brief introduction (no more than ½ page) highlighting why you would be a good partner for the City on this project.
- Tell us how you will meet and/or exceed our needs as outlined in *Section 4: Scope of Work/Deliverables*. This is a critical component of your proposal. Feel free to use anything (e.g. graphics, presentation videos, links to your work, etc.) that helps you make your case. Be concise but convincing.
- *If your proposal includes a team:*
  - Briefly describe your organization's history, structure, strategy, and work. Focus on your experience providing this type of service in the past. Note if your organization is a certified Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) (see [data.boston.gov/dataset/certified-business-directory](https://data.boston.gov/dataset/certified-business-directory)).
  - Include a list of team members, the roles they will take on this project, and how the team would be structured. Note their general availability to the City staff on this project, and whether any are located in or near Boston.
  - If your proposal includes subcontractors, please let us know how long you have worked together.
  - Make the case for why your team members will be great partners on this project. Please provide bios, resumes or whatever you think best showcases the strength of the team that would be working on this project.
  - Describe how your team will coordinate and be structured to ensure an efficient staffing model. "Efficient" here means timely responses, prepared

for internal and external meetings, clearly defined lines of communication for internal and external partners, and clearly defined tasks/work streams.

- *If you're just one person:*
  - Briefly describe your organization's history, structure, strategy, and work. Focus on your experience providing this type of service in the past. Note if your organization is a certified Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE) (see [data.boston.gov/dataset/certified-business-directory](https://data.boston.gov/dataset/certified-business-directory)).
  - Note whether you are located in or near Boston.
  - Make the case for why you will be a great partner on this project. Please provide a bio, a resume or whatever you think best showcases the strengths you would bring to this project.
  
- *Diversity and inclusion plan:* The City of Boston is committed to ensuring that vendors who work on the City's behalf utilize procurement practices that are fully open to the inclusion of small and local businesses, including Small Local Business enterprises, Minority Business Enterprises, Woman Business Enterprises, and Veteran-Owned Small Business Enterprises.
  - Please describe the efforts that you have taken, or will take, to ensure that your selection of subcontractors for this contract will be meaningfully open to such companies. If you will not utilize subcontractors on this particular contract, please describe any efforts or practices of your company over the past two years that demonstrate a practice making subcontracting and supplier opportunities available to such companies. In describing your plan, please include specifics. Your Diversity and Inclusion Plan will be evaluated according to the Diversity & Inclusion Plan evaluative criteria in *Section 8.2: Comparative criteria*.
  
- *Optional:* Please include anything you'd like to address that you think we missed, or any assumptions concerning your proposal that you would like to call attention to.

### **References**

Provide 4 references who can comment substantively on their experience with your organization with respect to financial feasibility and nexus studies, knowledge of commercial linkage policies, timeliness, and quality of any reports or analysis. Include their name and title, organization, email address, telephone number, and a brief description of your work with them. We will contact a minimum of 3. Incorrect contact information will be considered a negative reference.

### **Required City of Boston forms**

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Submit completed copies of all forms listed in *Section 10.1 Required forms*. All forms are provided at the end of this RFP, and include the LW-8, CM-16, Affidavit of Eligibility, and Form W-9.

## **7.2 Price proposal**

In your price proposal, use the template that follows to indicate how much your team will charge to complete our scope of work. Again, please **do not put any reference to price in your technical proposal**; if you do, your entire submission will be disqualified as non-responsive.

The initial contract period is for six months, from April 1, 2022 to September 30, 2022, for a value not to exceed \$75,000. The City reserves the right to exercise an option to renew the contract awarded for an additional six months, from October 1, 2022 to March 31, 2023, in an amount not to exceed \$50,000, subject to the availability of sufficient funding appropriated for that subsequent fiscal year. The City shall retain sole discretion in exercising the option and no exercise of the option shall be subject to agreement or acceptance by the Consultant.

Due to the ongoing COVID-19 Pandemic, travel is not expected, though virtual meetings will be required. However, If travel is required – for example, travel to present at a public meeting requested by DND – then travel expenses will be reimbursed in accordance with *Section 9: Terms and Conditions, 9.14: Compensation and Payment*. **Do not** include anticipated costs for this in your price proposal.

We will select the proposal that's most advantageous overall (see *Section 8: How we'll choose*) and may not select the lowest-priced proposal.

### 7.3 Price proposal template

Use this template for your price proposal. Add or remove rows as needed.

Please be sure to also include your proposal's primary contact's name, title, email and phone number and your organization's name and address.

<b>Team member</b>	<b>Rate</b>	<b>Hours during contract term</b>	<b>Cost (rate * hours)</b>
			\$
			\$
			\$
<b>Total not to exceed</b>			<b>\$</b>

## 8. How we'll choose

The City will choose the consultant who will deliver the most value for the people of Boston, when considering both the technical proposal and the price proposal. When considering technical proposals, the City will favor respondents who have:

- Completed a nexus or similar study involving an analysis of the relationship between non-residential development, employment, and housing.
- Demonstrable capability in real estate market analysis, economic impact analysis, and housing and economic development policy.
- A proposal that clearly addresses all the needs outlined in the scope of work, including a sufficient Diversity and Inclusion Plan
- The capacity to implement the scope of work with minimal to no orientation or training

In reviewing substantially equal proposals, DND shall give additional consideration to proposals where the team members have an existing understanding of Boston area commercial development costs.

Technical proposals will first be reviewed to ensure they meet the minimum criteria in *Section 8.1*. Technical proposals that meet all minimum criteria will be evaluated according to the comparative evaluation criteria in *Section 8.2*. While reviewing technical proposals, the City will conduct reference calls and may schedule applicant interviews as necessary, and will use information obtained in evaluating proposals.

Applicants should not count on interviews and reference checks as an opportunity to provide additional information not contained in the proposal. All information that applicants wish the selection team to consider should be included in the originally submitted proposal.

Once the technical evaluations are complete, price proposals will be evaluated and the City will then identify the proposal that's the most advantageous overall. Applicants will receive a written evaluation when they are notified of award or non-award.

### 8.1 Minimum criteria

- Your technical proposal contains no pricing information and is submitted separately from your price proposal.

- Your technical proposal addresses all requested elements in *Section 7.1: Technical Proposal* and is a proposal to complete the entire scope of work listed in *Section 4: Scope of Work/Deliverables*.
- Your technical proposal includes completed versions of all forms listed in *Section 8.1 Required forms*:
  - LW-8: City of Boston Jobs and Living Wage Ordinance Form
  - CM-16: Wage Theft Prevention Form
  - Affidavit of Eligibility
  - Form W 9: Request for Taxpayer ID Number and Certification

## 8.2 Comparative criteria

	Highly Advantageous	Advantageous	Not Advantageous
<b>Response to scope of work</b>	Proposal responds to the scope of work clearly, concisely, and persuasively and has few or no errors.	Proposal responds to the scope of work completely and has few errors.	Proposal does not respond to the scope of work completely and clearly and/or has substantial errors.
<b>Applicant background, staffing, and qualifications</b>	Project staff have relevant skills and a strong background in similar projects. Project staff have completed similar nexus studies, have a demonstrated capability in real estate market analysis, economic impact analysis, and housing and economic development policy, and are familiar with Boston development costs. Project staff would not require special assistance to begin the scope of work. The proposal clearly identifies a project lead and roles for each team member. Staffing model is efficient.	Project staff have relevant skills and experience. Project staff are familiar with development feasibility concepts, understand how to complete a nexus study, and have a basic understanding of commercial linkage policies. Project staff would require some assistance to begin the scope of work. The proposal identifies a project lead and describes project roles. Staffing model is efficient.	Project staff do not have relevant skills and experience. Not all project staff are familiar with nexus studies or commercial linkage policies. Project staff would require significant assistance to begin the scope of work. Proposal does not identify a project lead and/or team structure is unclear. Staffing model is inefficient.
<b>Reference calls</b>	Three references commented substantively and positively on the following areas: financial feasibility and nexus studies, knowledge of commercial linkage policies, timeliness, and quality of any reports or analysis. References gave the applicant a highly	Two references commented substantively and positively on the applicant in the following areas: financial feasibility and nexus studies, knowledge of commercial linkage policies, timeliness, and quality of any reports or analysis. References gave the applicant a positive	One or fewer references commented substantively and positively on the following areas: financial feasibility and nexus studies, knowledge of commercial linkage policies, timeliness, and quality of any reports or analysis.

*City of Boston Department of Neighborhood Development*

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Reference calls (continued)	positive recommendation for this project.	recommendation for this project.	
<b>Diversity and inclusion plan</b>	The proposal demonstrates that the proposer has taken concrete steps to identify, contact, and consider such companies as subcontractors or suppliers for the project. The proposer has actually selected such a company to be a subcontractor, or has included a description of why sound business practices led to the selection of other subcontractors despite meaningful engagement with Small Local Business enterprises, Minority Business Enterprises, Woman Business Enterprises, and Veteran-Owned Small Business Enterprises. Where a proposer will not utilize subcontractors on the contract, it has described specific practices over the past two years that actually made subcontractor opportunities available to such companies.	The proposal sets forth a detailed and actionable plan to identify, contact, and consider Small Local Business enterprises, Minority Business Enterprises, Woman Business Enterprises, and Veteran-Owned Small Business Enterprises as subcontractors or suppliers for the project. Where a proposer will not utilize subcontractors on the contract, it has described specific practices over the past two years to identify, contact, and consider subcontractor relationships with such companies.	The proposal does not set forth a detailed or actionable plan to identify, contact, and consider Small Local Business enterprises, Minority Business Enterprises, Woman Business Enterprises, and Veteran-Owned Small Business Enterprises as subcontractors or suppliers for the project, and where a proposer will not utilize subcontractors on the contract, it has not described specific practices over the past two years to identify, contact, and consider subcontractor and supplier relationships with such companies.

## **9. Terms and conditions**

### **9.1 Cancellation, Rejection, and Waiver**

The City (also “the Official”) 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 Applicant to correct them.

### **9.2 Verification of Information**

The City reserves the right to verify information submitted in the proposal. The City reserves the right to request additional data to verify information submitted with the proposal, at its sole discretion.

### **9.3 Proposal Validity Period**

By submitting a Proposal the Applicant agrees that its Proposal is valid for one hundred twenty (120) days following the submission deadline unless extended by mutual agreement.

### **9.4 Proposal Costs**

Any and all costs incurred by an Applicant in preparing a Proposal and throughout the RFP process are ineligible for reimbursement by the City.

### **9.5 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 Applicant shall include and be responsible for paying all taxes that are applicable.

### **9.6 Subcontractors**

The City will contract with one Consultant 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 Consultant utilizes one or more Subcontractors, the Consultant will assume all responsibility for performance of services by the Subcontractor(s), and will require Subcontractor(s) to adhere to all provisions in the contract between the City and the Consultant.

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.

### **9.7 Use of City Name**

The Consultant 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.

### **9.8 Pre-Contract Award Requirement: Employee Review**

Neither the proposer, nor any of the Applicant's immediate family, nor those with whom s/he has business ties, may be currently or have been within the past twelve months, an employee, agent, consultant, officer, or an elected or appointed official of the City of Boston's Department of Neighborhood Development. An "immediate family member" shall include parents, spouse, siblings or children, irrespective of their place of residence. An Applicant who does not satisfy the Employee Review requirements will be deemed ineligible and their proposal will not be considered. Prior to the award of a contract, applicants will be required to execute the "Affidavit of Eligibility."

### **9.9 The Boston Jobs and Living Wage Ordinance**

In accordance with The Boston Jobs and Living Wage Ordinance, and the provisions of the promulgated Regulations, the Living Wage, subject to increase each July 1, shall be paid to a "Covered Employee." "Covered Employee" is defined as any for-profit or not-for-profit employer who employs at least 25 full-time equivalents (FTE) who have been awarded a service contract of \$25,000 or more. Further, any Service Subcontractor who is under a subcontract and receiving funds from a service contract of \$25,000 or more from a "Covered Vendor," provided the Subcontractor(s) is/are paid for by funds from the Service contract shall be required to comply with the Living Wage Ordinance.

The Living Wage Ordinance applies to service contracts of \$25,000 or more awarded to an Applicant by the City for furnishing of services to or for the City; and subcontracts of \$25,000 or more awarded to an Applicant by a "Covered Vendor," provided the subcontract is paid for by funds for the Service Contract.

The Ordinance requires that all proposal submissions must include a completed "Vendor Living Wage Affidavit (Form LW-8)." The following forms for the Living Wage Ordinance: LW-1, LW-2, LW-4, LW-8, LW-9, LW-9A, LW-10 and LW-10A are attached for your review and use.

### **9.10 CORI Ordinance**

The contract to be awarded pursuant to this Request for Proposals shall be subject to City of Boston Code (CBC) Chapter 4, § 7 entitled "An Ordinance Regarding CORI" (also referenced as "CORI Screening by Vendors of the City of Boston" and hereinafter the "CORI Ordinance") a copy of which is included herein with Forms CM Form 15A and CM Form 15B.

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The purpose of the CORI Ordinance is to ensure that persons and businesses supplying goods and/or services to the City of Boston deploy fair practices related to the screening and identification of persons with criminal backgrounds through the CORI system. Applicants entering into contracts with the City must affirm that their practices regarding CORI information are consistent with the standards set by the City of Boston and must maintain such consistent practices throughout the period of performance of the contract.

No contract will be awarded pursuant to this Request for Proposals to a proposed Applicant unless that Applicant is in compliance with the CORI Ordinance. In the event the highest rated applicant is not in compliance with the CORI Ordinance, the next highest ranked applicant will be selected and awarded the contract provided they are in compliance with the CORI Ordinance.

Compliance with the CORI Ordinance is mandatory for the duration of this contract.

### **9.11 Wage Theft Prevention**

The City of Boston has established requirements for the City in an effort to prevent wage theft in accordance with the provisions of the Executive Order titled “Establishing Requirements for City Contracts in an Effort to Prevent Wage Theft,” as currently in effect and as included herein. Proposals must include the Wage Theft Prevention Form (Form CM-16).

### **9.12 Rule of Award and Contract**

If a Contract is awarded through this RFP, the Contract will be awarded to the responsive and responsible applicant who will deliver the most value for the people of Boston, when considering both the technical proposal and the price proposal. DND may also reject or recommend applicants based on past performance under other City contracts or programs. The City will contract with the selected applicant 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 an Applicant's proposal. No final award has been made until final execution of a Contract by the Applicant 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 Consultant 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 Applicant 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.

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 but not be limited to 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. The submitted Proposal, as well as this RFP, will also be part of the Contract between the City and the Consultant. Certain City of Boston forms (*Section 10: City of Boston contract documents, 10.1: Required forms*) must be completed and submitted with your proposal: LW-8: City of Boston Jobs and Living Wage Ordinance Form, CM-16: Wage Theft Prevention Form, the Affidavit of Eligibility, and Form W 9: Request for Taxpayer ID Number and Certification.

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.

**9.13 Term of Contract**

The anticipated contract term is 6 months, 4/1/2022 to 9/30/2022. The contract's maximum anticipated not-to-exceed amount is \$75,000. The City reserves the right to exercise an option to renew the contract for an additional six months, 10/1/2022-3/31/2023, in an amount not to exceed \$50,000, subject to the availability of sufficient funds appropriated for the subsequent fiscal year, upon all the same terms and conditions, as to the first six months of the contract period. The City shall retain sole discretion in exercising the option and no exercise of the option shall be subject to agreement or acceptance by the Consultant.

	<b>Anticipated not to exceed cost</b>	<b>Anticipated contract term</b>	
<b>Initial contract</b>	\$75,000	6 mo.	4/1/2022 to 9/30/2022
<b>Option 1, if exercised</b>	\$50,000	6 mo.	10/1/2022-3/31/2023

Should any initially selected Consultant's contract be terminated for any reason, the City reserves the right to return to the pool of applicants solicited through this RFP to select another applicant.

**9.14 Compensation and Payment**

Invoices may be submitted on a monthly or weekly basis for hours worked during the prior month or week. Invoices shall be accompanied by timesheets and any other documentation required by the Official. The Official shall pay the amount claimed in said invoice only after  
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verifying that the information contained therein is accurate and complies with the requirements of the contract. If the Official questions any of the data contained in the invoice it shall notify the Consultant accordingly and pay only that part of the invoice which has been satisfactorily verified. If such partial payment is not possible, the payment will not be processed until verification is complete.

If travel is required, subject to prior approval by the Official, the City agrees to reimburse the Consultant for all reasonable and necessary travel incurred by the Consultant in the performance of these services, provided that all travel and travel reimbursement complies with the then-current City of Boston Travel Policies and Procedures (provided in *Section 10. City of Boston contract documents*), as well as with the following:

- The Consultant shall submit all proposed travel expenses to the City for approval prior to the incurrence of such expenses.
- The Consultant will not be paid for 24 hours per day while traveling, and can bill for no more than 9 hours in any work day.
- Travel expenses do not include hourly reimbursement of any travel the Consultant may undertake as part of their commute to and from Boston.
- The Consultant and the City will research and secure air and hotels for the Consultant at the best rates possible.
- The Consultant will maintain accurate records of incurred expenses and reimbursements. The Finance Commission may request an audit of the expenses at a later time.

### **9.15 Public Record**

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 a public record subject to MGL: Chpt. 66, Sec.10 Public Records Law, 10, regardless of any confidentiality notices that may be set forth on such written responses, materials, presentations, or questions. All such responses, materials, presentations, and questions are subject to public disclosure unless they, or any portions thereof, are otherwise exempted from the requirements of the Public Records Law pursuant to MGL: Chpt. 4, Sec.7(26). **Do not submit confidential information in your Proposal.**

The City of Boston thanks you for your interest and looks forward to reviewing your proposal.

## 10. City of Boston contract documents

All forms are provided at the end of this document.

### 10.1 Required forms

The following City of Boston standard forms must be submitted with your **Technical Proposal**:

- LW-8: City of Boston Jobs and Living Wage Ordinance Form
- CM-16: Wage Theft Prevention Form
- Affidavit of Eligibility
- Form W 9: Request for Taxpayer ID Number and Certification

### 10.2 Provided for reference

The following standard City of Boston contract forms are included for your reference. These forms—in addition to CM-16 and LW-8, noted above—will be part of the contract the City will sign with the selected applicant. If selected, the proposal you submit will also be part of the scope of work for your contract with the City.

You are not required to complete any of the forms below with your proposal. They are included for information only.

- CM-06: Certificate of Authority
- CM-09: Contractor Certification
- CM-10: City of Boston Standard Contract Document
- CM-11: City of Boston Standard Contract General Conditions
- City of Boston Jobs and Living Wage Ordinance Forms: LW-1, LW-2, LW-4, LW-9, LW-9A, LW-10 and LW-10A
- City of Boston CORI Ordinance
- CORI CM Forms 15-A and 15-B
- Executive Order Establishing Requirements for City Contracts in an Effort to Prevent Wage Theft
- City of Boston Travel Policies and Procedures *\*If travel is required once allowed by City, state and federal regulations then, subject to prior approval by the Official, the City agrees to reimburse the Consultant for all reasonable and necessary travel incurred by the Consultant in the performance of these services, provided that all travel and travel reimbursement complies with the then-current City of Boston Travel Policies and Procedures, as well as with the terms and conditions provided in Section 5.15 Compensation and Payment*



**City of Boston**  
 Jobs and Living Wage Ordinance  
 THE LIVING WAGE DIVISION • (617) 918-5236

**VENDORS LIVING WAGE AFFIDAVIT**

Any for-profit or not-for-profit vendor who employs at least 25 full-time equivalents (FTEs) and who has been awarded a service contract of \$25,000 or more from the City of Boston **must comply** with the provisions of the Boston Jobs and Living Wage Ordinance which requires any such vendors to pay at least **the living wage which is \$15.87 per hour** to any employee who directly expends his or her time on the services set out in the contract. All **subcontractors** whose subcon-tracts are at least \$25,000 **are also required** to pay the living wage.

*If you are bidding on or negotiating a service contract that meets the above criteria, you should submit this affidavit prior to the awarding of the contract. If you believe that you are exempt from the Living Wage Ordinance, complete Section 4: Exemption from Boston Jobs and Living Wage Ordinance, or if you are requesting a general waiver, please complete Section 5: General Waiver Reason(s).*

**WARNING:** No service contract will be executed until this affidavit is completed, signed and submitted to the contracting department

**IMPORTANT:** Please print in ink or type all required information. Assistance in completing this form may be obtained by calling or visiting the Living Wage Administrator, the Living Wage Division of the Office of Workforce Development, telephone: (617) 918-5236, or your contracting department.

**PART 1: VENDOR INFORMATION:**

Vendor name: \_\_\_\_\_

Contact person: \_\_\_\_\_

Vendor address: \_\_\_\_\_

Telephone #: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**PART 2: CONTRACT INFORMATION:**

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

Contracting City of Boston Department: \_\_\_\_\_

Start date of contract: \_\_\_\_\_ End date of contract: \_\_\_\_\_

Length of contract:  1 year  2 years  3 years  Other: \_\_\_\_\_ (years)

**PART 3: ADDITIONAL INFORMATION**

Please answer the following questions regarding your company or organization:

1. **Total number of "FTE" employees which you employ company-wide (full time + combined part-time employees)**  
(Example: 24 full-time staff + 2 part-time staff working 20 hours a week = 25 FTEs.) \_\_\_\_\_
2. **Total number of individual employees who will be assigned to work on the above-stated contract:** \_\_\_\_\_
3. **Do you anticipate hiring any additional employees to perform the work of the service contract?**  
 Yes       No
4. **If yes, how many additional FTEs do you plan to hire?** \_\_\_\_\_

**PART 4: EXEMPTION FROM THE BOSTON JOBS AND LIVING WAGE ORDINANCE**

Any vendor who qualifies may request one of the four categories of exemptions from the provisions of the Boston Jobs and Living Wage Ordinance by completing the section below. 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 indicating your exemption request. **NOTE: Unless you receive written confirmation from The Living Wage Division approving your exemption request, you remain covered by the Boston Jobs and Living Wage Ordinance.**

**Exemption Categories:**

- Construction contract awarded by the City of Boston and is subject to the state prevailing wage law;
- Contract awarded to a youth program, 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;
- Contract awarded to a work-study or cooperative educational program, provided that the contract is for stipends to students in the program; or
- Contract awarded to a vendor who provide services to the City and is awarded to a vendor who provides trainees with 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 which of the four exemptions applies to your contract and the reasons your contract is exempt from the Boston Jobs and Living Wage Ordinance** (attach additional sheets if necessary).

**PART 5. GENERAL WAIVER REASON(S)**

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

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

**GENERAL WAIVER ATTACHMENTS:**

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

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

**PART 6: VENDOR AFFIDAVIT**

I \_\_\_\_\_ a principal officer of the covered vendor certify and swear/affirm that the information provided on this Vendors Living Wage Affidavit is true and within my own personal knowledge and belief. Signed under the pains and penalties of perjury.

**SIGNATURE:** \_\_\_\_\_ **DATE** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

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

**CM FORM 16**

**WAGE THEFT PREVENTION**

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

**CERTIFICATION**

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

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

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

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

---

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

---

Signature

---

(Name of Business)

**Instructions for Completing CM Form 16:**

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

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

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

## Affidavit of Eligibility

The undersigned hereby certifies, under the pains and penalties of perjury, that neither they, nor those with whom they have business ties, nor any immediate family member of the undersigned, is currently or has been within the past twelve (12) months, an employee, agent, consultant, officer or elected or appointed official of the City of Boston Department of Neighborhood Development.

For purposes of this Affidavit, "immediate family member" shall include parents, spouse, siblings, or children, irrespective of their place of residence.

This statement is made under the pains and penalties of perjury this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
**APPLICANT**

\_\_\_\_\_  
**CO-APPLICANT (IF APPLICABLE)**

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <hr/> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC                 <input type="checkbox"/> C Corporation                 <input type="checkbox"/> S Corporation                 <input type="checkbox"/> Partnership                 <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____  <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____         </p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p><b>6</b> City, state, and ZIP code</p> <hr/> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>					
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	-		-		
<b>or</b>					
<b>Employer identification number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 70%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
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**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)  
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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

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

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

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

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

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

Attest:

**(Affix Corporate Seal Here)**

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



**CITY OF BOSTON**  
**CONTRACTOR CERTIFICATION**

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

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

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in accordance with the terms of the accompanying contract documents.

- B. The Contractor is a/an:

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

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

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

Corporation is incorporated in the State of \_\_\_\_\_

President is \_\_\_\_\_

Treasurer is \_\_\_\_\_

Place of business is \_\_\_\_\_

(Street)

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

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

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

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

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

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

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

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\*If individual, use Social Security Number \_\_\_\_\_

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

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

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

Contractor: \_\_\_\_\_  
By: \_\_\_\_\_  
(Sign Here)  
Title: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
(Street)  
\_\_\_\_\_  
(City, State and Zip Code)

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

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

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

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

(PUB AUG 2015)



# STANDARD CONTRACT DOCUMENT

## CITY OF BOSTON

(FORM CM 10)

**CONTRACT ID:**

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

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

**Contract Details**

Description/Scope of Services: (Attach supporting documentation)

Begin Date:

Rate: \$

(Attach details of all rates, units, and charges)

End Date:

Not to Exceed Amount: \$

**Contract Signatures**

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



## CITY OF BOSTON

### STANDARD CONTRACT GENERAL CONDITIONS

#### ARTICLE 1 -- DEFINITION OF TERMS:

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

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

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

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

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

#### ARTICLE 2 -- PERFORMANCE:

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

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

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

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

#### ARTICLE 3 -- ACCEPTANCE OF GOODS OR SERVICES:

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

#### ARTICLE 4 -- TIME:

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

#### ARTICLE 5 -- COMPENSATION:

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

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

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

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

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

#### ARTICLE 6 -- RELATIONSHIP WITH THE CITY

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

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

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

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

#### ARTICLE 7 -- ASSUMPTION OF LOSS AND LIABILITY:

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

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

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

#### ARTICLE 8 -- REMEDIES OF THE CITY:

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

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

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

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

#### ARTICLE 9 -- REMEDIES OF CONTRACTOR:

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

#### ARTICLE 10 -- PROHIBITION AGAINST ASSIGNMENT:

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

#### ARTICLE 11 -- COMPLIANCE WITH LAWS AND PUBLIC POLICY:

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

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE 12 – AVAILABLE APPROPRIATION:

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

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

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

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

#### ARTICLE 13 – RELEASE OF CITY ON FINAL PAYMENT:

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

#### ARTICLE 14 – PUBLIC RECORDS AND ACCESS

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

#### ARTICLE 15 – STATE TAXATION CERTIFICATION:

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

#### ARTICLE 16 – MONIES OWED TO THE CITY:

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

#### ARTICLE 17 – BID COLLUSION:

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

#### ARTICLE 18 – FORUM AND CHOICE OF LAW:

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



## City of Boston

Jobs and Living Wage Ordinance

THE LIVING WAGE DIVISION • (617) 918-5236

### **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 (FTEs) and 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, is also a Covered Vendor and 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 must file a Vendors Living Wage Affidavit (Form LW-8). At the time a Covered Vendor is awarded a service contract or signs an unadvertised service contract with the City of Boston, the Covered Vendor must execute and file a Covered Vendors Living Wage Agreement (Form LW-2).
4. **PAYMENT OF LIVING WAGE:** Covered Vendors subject to the ordinance must pay the living wage to all their employees who expend time on a covered service contract or covered service subcontract. The living wage is subject to an annual adjustment each July 1st. On July 1st, 2021, the living wage will rise to \$15.87/hr.
5. **MAINTENANCE OF PAYROLL RECORDS:** Each Covered Vendor shall maintain payrolls for all Covered Employees and basic records relating thereto for a period of three years. The records shall contain the name and address of each employee, job title and classification, number of hours worked each day, gross wages, deductions made, actual wages paid, a copy of the social security returns, and evidence of payment thereof, a record of fringe benefit payments including contributions to approved plans, funds or programs and/or additional cash payments, and such other data as may be required by the Living Wage Division from time to time.
6. **EXAMINATION OF PAYROLL RECORDS:** Each Covered Vendor shall permit the Living Wage Administrator or his/her designee to observe work being performed upon the work site, to interview employees and to examine the books and records relating to the payrolls being investigated.

- 7. COVERED EMPLOYEE FACT SHEET (FORM LW-4) AND POSTER:** All Covered Vendors shall provide each Covered Employee with a Covered Employee Living Wage Fact Sheet (Form LW-4) containing information about the ordinance. In addition, all Covered Vendors shall hang a poster containing information about the ordinance in a conspicuous location visible to all employees. The Living Wage Administrator shall provide the fact sheet and poster to Covered Vendors.
- 8. QUARTERLY AND BIENNIAL REPORTS (FORMS LW-9, LW-9A):** Covered Vendors shall provide quarterly or 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. If you do not receive a reporting form, contact the Living Wage Division at (617) 918-5236 or visit <https://owd.boston.gov/partner-forms/> to download the appropriate form.
- 9. EARNED INCOME TAX CREDIT:** Certain employees who earn less than \$54,000 per year may be eligible for a federal and/or state tax credit called the Earned Income Tax Credit (EITC). Your payroll clerk is required to keep on hand the appropriate Internal Revenue Service forms (Form W-5), information, and instructions in the event any of your employees requests assistance in claiming these tax credits.
- 10. PENALTIES AND REMEDIES:** In the event the Director of the Living Wage Division determines, after notice and hearing, that any Covered Vendor has failed to pay the living wage or has otherwise violated the provisions of the ordinance, the Director may order any or all of the following penalties and relief:

  - Fines in the amount of \$300 for each Covered Employee for each day that the Covered Vendor is in violation of this ordinance;
  - The filing of a complaint with the pertinent state or federal agency;
  - Wage restitution for each affected employee;
  - Suspension of ongoing contracts and subcontract payments; and
  - Ineligibility for future contracts with the City for three years or until all penalties and restitution have been paid in full.
  - Any other action deemed appropriate and within the discretion and authority of the City.
  - None of the above remedies is intended to be exclusive or a prerequisite for asserting a claim for relief to enforce the right granted under the ordinance in a court of law. The ordinance shall not be construed to limit an employee's right to initiate a court action for wrongful termination.
- 11. FIRST SOURCE HIRING AGREEMENT (FORM LW-10):** All Covered Vendors who are awarded a covered service contract or covered service subcontract shall sign a First Source Hiring Agreement (Form LW-10) with one or more referral agencies or One-Stop Career Centers.
- 12. DESIGNATED DEPARTMENT:** The Living Wage Division of the Office of Workforce Development is the City's "designated department" responsible for the overall implementation, compliance and enforcement of this ordinance. 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) 918-5236. Any questions concerning the ordinance, regulations, or the current living wage hourly rate, should be referred to the Living Wage Division.
- 13. REGULATIONS:** The Boston 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) 918-5236

**COVERED VENDORS LIVING WAGE AGREEMENT**

At the same time the City of Boston awards a service contract through a bid, a request for proposal or an unadvertised contract, the Covered Vendor must complete this form and submit it to the City, agreeing to the following conditions. In addition, any subcontractor of the Covered Vendor shall complete this form and submit it to the City at the time the subcontract is executed, also agreeing to the following conditions:

**PART 1: COVERED VENDOR (OR SUBCONTRACTOR) INFORMATION:**

Vendor name: \_\_\_\_\_

Local contact person: \_\_\_\_\_

Company address: \_\_\_\_\_

Telephone #: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**PART 2: WORKFORCE PROFILE OF COVERED EMPLOYEES PAID BY THE SERVICE CONTRACT OR SUBCONTRACT:**

**A. List all Covered Employees' job titles with wage ranges** *(Use additional sheets of paper if necessary):*  
 Identify number of covered employees in each wage range. Remember, Covered Employees are only those employees that expend work hours on the contract. Additionally, all Covered Employees MUST be paid at least \$15.87/hr for hours worked on this contract.

Job Title	< \$15.87/hr	\$15.87/hr - \$19.47/hr	\$19.48/hr - \$25.00/hr	> \$25.00/hr

**B. Total number of Covered Employees:** \_\_\_\_\_

**C. Number of Covered Employees who are Boston residents:** \_\_\_\_\_

**D. Number of Covered Employees who are minorities:** \_\_\_\_\_

**E. Number of Covered Employees who are women:** \_\_\_\_\_

**PART 3: COVERED VENDOR'S PAST EFFORTS AND FUTURE GOALS**

*(Use additional sheets of paper if necessary in answering any of these questions):*

**A. Describe your past efforts and future goals to hire low and moderate income Boston residents.**

**B. Describe your past efforts and future goals to train Covered Employees.**

**C. Describe the potential for advancement and raises for Covered Employees.**

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

**PART 4: SUBCONTRACTS**

List all service subcontracts either awarded or that will be awarded to vendors **with funds from the service contract:**

SUBCONTRACTOR	ADDRESS	AMOUNT OF SUBCONTRACT

**NOTE:** Any Covered Vendor awarded a service contract must notify the contracting department and the Living Wage Division 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 or visiting the Living Wage Administrator, the Living Wage Division of the Office of Workforce Development, telephone: (617) 918-5236, or your contracting department.

**PART 5 : SIGNATURE**

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

I, \_\_\_\_\_ (authorized representative of the Covered Vendor) on behalf of \_\_\_\_\_ (name of Covered Vendor) hereby state that the above-named Covered Vendor is committed to pay all Covered Employees not less than the Living Wage, subject to adjustment each July 1, and to comply with the provisions of the Boston Jobs and Living Wage Ordinance.

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

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**POSITION WITH COVERED VENDOR:** \_\_\_\_\_



**City of Boston**  
 Jobs and Living Wage Ordinance  
 THE LIVING WAGE DIVISION • (617) 918-5236

## COVERED EMPLOYEE LIVING WAGE FACT SHEET

Covered Vendors shall provide each Covered Employee with a copy of this fact sheet.

1. **COVERED VENDOR:** Any for-profit or any not-for-profit employer who employs at least 25 full-time equivalents (FTEs) and 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 Boston Jobs and Living Wage 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. **LIVING WAGE:** On July 1, 2021, the living wage will rise to \$15.87 per hour for all employees who expend time on a service contract awarded by the City or the subcontract awarded from the service contract. The living wage is subject to adjustment on July 1 of each year.
4. **OFFICE OF WORKFORCE DEVELOPMENT CONTACT:** All complaints and inquiries regarding the Boston Jobs and Living Wage Ordinance shall be directed to:

Living Wage Administrator  
 Living Wage Division  
 Office of Workforce Development  
 43 Hawkins Street  
 Boston, MA 02114  
 Phone: (617) 918-5236

5. **COVERED EMPLOYEE COMPLAINTS:** A person or an employee who believes that he or she is a Covered Employee or a person who is an applicant for a position to be filled by a Covered Employee and believes that his or her employer is not complying with requirements of the Boston Jobs and Living Wage Ordinance applicable to the employee, may file a complaint (Form LW-3) with the Living Wage Division. Complaints may also be submitted online at <http://owd.boston.gov/wage-theft-living-wage-division/>. Complaints by Covered Employees of alleged violations may be made at any time. Statements, written or oral made by an employee, shall be treated as confidential and shall not be disclosed to the Covered Vendor without the consent of the employee.

- 6. DISCRIMINATION AND RETALIATION AGAINST COVERED EMPLOYEES:** If a Covered Vendor discharges; reduces the compensation of; or discriminates against any Covered Employee or any other person for making a complaint to the Living Wage Division, otherwise asserting his or her rights under the Boston Jobs and Living Wage Ordinance, participating in any of its proceedings, or using any civil remedies to enforce his or her rights under the ordinance, the Covered Vendor shall be considered in violation of the ordinance. The Living Wage Division shall investigate allegations of retaliation or discrimination.
- 7. PENALTIES AND REMEDIES:** In the event that the Office of Workforce Development determines, after notice and hearing, that any Covered Vendor has failed to pay the living wage rate or has otherwise violated the provisions of this Ordinance, the Office of Workforce Development 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.
- 8. IMPORTANT TAX INFORMATION/EARNED INCOME CREDIT:** Certain employees who earn less than \$54,000 per year may be eligible for a federal and/or state tax credit called the Earned Income Tax Credit (EITC). Your employer's payroll clerk is required to keep on hand the appropriate Internal Revenue Service form (Form W-5), information and instructions in the event you request assistance in claiming this credit. For more information, call the IRS at 1 (800) TAX-1040.



**City of Boston**  
**Jobs and Living Wage Ordinance**  
THE LIVING WAGE DIVISION • (617) 918-5236

**COVERED VENDORS QUARTERLY REPORT**

**IMPORTANT:** *Please print in ink or type all required information. Assistance in completing this form may be obtained by calling or visiting the Living Wage Administrator, the Living Wage Division of the Office of Workforce Development, telephone: (617) 918-5236, or your contracting department.*



The Boston Jobs and Living Wage Ordinance requires not-for-profit Covered Vendors with 50 or more FTEs and all for-profit Covered Vendors to provide quarterly reports of their employment activities to the Living Wage Division including:

**PART 1: CONTRACT INFORMATION**

Contract Number: \_\_\_\_\_

Contracting City Department: \_\_\_\_\_

Contract Begin Date: \_\_\_\_\_

Contract End Date: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

**PART 2: REPORTING PERIOD**

Please check the time period for which you are making this report:

- Jan 1 - March 31       April 1 - June 1       July 1- Sept 30       Oct 1 - Dec 31

Year: \_\_\_\_\_

The quarterly report must be filed with the Living Wage Division of the Office of Workforce Development within 15 days of the end of each reporting period.





**PART 4: COVERED VENDOR (OR SUBCONTRACTOR) INFORMATION:**

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

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

Vendor Address: \_\_\_\_\_

Number and Street

City

State

Zip Code

Telephone #: \_\_\_\_\_ E-mail address: \_\_\_\_\_

**PART 5: SIGNATURE**

**IMPORTANT:** An owner or officer of the Covered Vendor must sign this report.

I certify the above information is correct and within my personal knowledge.

**Signed under the pains and penalties of perjury:**

PRINTED NAME: \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ JOB TITLE: \_\_\_\_\_



**City of Boston**  
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## COVERED VENDORS BIANNUAL REPORT

**IMPORTANT:**

*Please print in ink or type all required information. Assistance in completing this form may be obtained by calling or visiting the Living Wage Administrator, the Living Wage Division of the Office of Workforce Development, telephone: (617) 918-5236, or your contracting department.*

The Boston Jobs and Living Wage Ordinance requires not-for-profit Covered Vendors with less than 50 FTEs to provide biannual reports of their employment activities to the Living Wage Division including:

### PART 1: CONTRACT INFORMATION

Contract Number: \_\_\_\_\_

Contracting City Department: \_\_\_\_\_

Contract Begin Date: \_\_\_\_\_

Contract End Date: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

### PART 2: REPORTING PERIOD

Please check the time period for which you are making this report:

Jan 1 - June 30

July 1- Dec 31

Year: \_\_\_\_\_

The Biannual Report must be filed with the Living Wage Division of the Office of Workforce Development within **15 days** of the end of each reporting period.





**PART 4: COVERED VENDOR (OR SUBCONTRACTOR) INFORMATION:**

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

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

Vendor Address: \_\_\_\_\_

Number and Street

City

State

Zip Code

Telephone #: \_\_\_\_\_ E-mail address: \_\_\_\_\_

**PART 5: SIGNATURE**

**IMPORTANT:** An owner or officer of the Covered Vendor must sign this report.

I certify the above information is correct and within my personal knowledge.

Signed under the pains and penalties of perjury:

PRINTED NAME: \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ JOB TITLE: \_\_\_\_\_



# City of Boston

Jobs and Living Wage Ordinance  
THE LIVING WAGE DIVISION • (617) 918-5236

## FIRST SOURCE HIRING AGREEMENT COVERED VENDORS AND SUBCONTRACTORS

Under the Boston Jobs and Living Wage Ordinance and Regulations, all covered vendors, covered subcontractors, and beneficiaries (hereinafter referred to as "Employers" for the purposes of this agreement) are required to sign a First Source Hiring Agreement with a referral agency or Boston One-Stop Career Center. An Employer may sign additional First Source Hiring Agreements with as many referral agencies or Boston One-Stop Career Centers as it chooses. For a complete list of approved referral agencies and Boston One Stop-Career Centers, see Form LW-10A.

### INSTRUCTIONS FOR EMPLOYERS:

You are not required to complete this form until after your service contract or service subcontract, or documents have been executed. After your contract documents are executed, you are required to do the following:

1. Complete the portions of this agreement that are applicable to you (Parts 1,2 and 5A)
2. Within five (5) business days after your contract documents are executed, deliver this agreement to a referral agency or Boston One-Stop Career Center of your choice.

### INSTRUCTIONS FOR REFERRAL AGENCIES AND BOSTON ONE-STOP CAREER CENTERS:

Upon receipt of this agreement, you are required to do the following:

1. An authorized person of the referral agency or career center must complete Part 3 of this form and sign the agreement in Part 5B.
2. Submit this agreement within two (2) days of receipt to:  
LIVING WAGE ADMINISTRATOR  
LIVING WAGE DIVISION  
OFFICE OF WORKFORCE DEVELOPMENT  
43 HAWKINS STREET  
BOSTON, MASSACHUSETTS 02114

**NOTE:** All parties to this agreement should carefully read Part 4: AGREEMENT OF PARTIES. If you have any questions, telephone the Living Wage Administrator at (617) 918-5236.

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### PART 1: EMPLOYER INFORMATION:

Name of Employer: \_\_\_\_\_

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

Company Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**PART 2: NAME AND IDENTIFICATION NUMBER OF THE PROGRAM OR PROJECT UNDER WHICH THE SERVICE CONTRACT OR SERVICE SUBCONTRACT WAS AWARDED:**

**PART 3: REFERRAL AGENCY OR BOSTON ONE-STOP CAREER CENTER INFORMATION:**

Agency Name: \_\_\_\_\_

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

Company Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**PART 4: AGREEMENT OF PARTIES**

The Employer and the referral agency or Boston One-Stop Career Center signing this agreement agree to the following terms and conditions:

1. Prior to announcing or advertising an employment position for work which shall be performed as a result of a service contract or service subcontract created either as a result of a vacancy of an existing position or of a new employment position, the Employer shall notify the referral agency and/or career center about the position, including a general description and the Employer's minimum requirements for qualified applicants for such position. The notification shall also contain the words: **BOSTON JOBS AND LIVING WAGE ORDINANCE POSTING**, prominently displayed at the top of the first page of the notification.
2. The Employer shall not make such public announcement or advertisement for a period of five (5) business days after notification to the referral agency and/or career center of the availability of such position. Such five (5) day period is hereinafter referred to as the *Advance Notice Period*. The referral agency or career center may make public announcements or advertisements of the job position at any time. Any posting, public announcement or advertisement shall clearly state that only Boston residents may be referred for such job opportunities during the Advance Notice Period.
3. The referral agency or career center shall post any Boston Jobs and Living Wage Ordinance job opportunity notice within the first business day after receipt of the Notification from the Employer in a prominent location for at least the duration of the Advance Notice Period. The referral agency or career center shall provide information on such job opportunities to all Boston residents who receive services. The referral agency or career center may refer qualified candidates to the Employer. The referral agency or career center shall maintain a database of such job opportunities.
4. The *Advance Notice Period* shall be waived if the referral agency and/or career center has no qualified candidates to refer to the Employer.

5. The referral agency or career center shall institute a tracking system and record the job postings referred by Employers, the number of applicants referred to jobs during the *Advance Notice Period*, which applicants were interviewed, which applicants were not interviewed, and which applicants were hired for the positions or any other information deemed relevant by the Living Wage Administrator. The referral agency or career center shall forward this information to the Living Wage Administrator, monthly, in a manner prescribed by the Living Wage Administrator.
6. The agreement does not require the Employer to comply with these procedures if it fills the job vacancy or newly-created position by transfer or promotion from existing staff or from a file of qualified applicants previously referred to the Employer by the referral agency and/or career center.
7. The agreement shall not require the Employer to hire any applicant referred under the terms of this agreement.
8. This agreement covers the term of the service contract or subcontract.

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**PART 5 : SIGNATURE**

An owner or officer of the Employer as well as the referral agency or Boston One-Stop Career Center must sign this agreement.

**A : SIGNATURE**

On behalf of, \_\_\_\_\_ (*Employer*), I agree to comply with the terms and conditions of this First Source Hiring Agreement.

**PRINT/TYPE NAME:** \_\_\_\_\_ **JOB TITLE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**B. REFERRAL AGENCY OR BOSTON ONE-STOP CAREER CENTER AUTHORIZED SIGNATURE**

On behalf of the referral agency or Boston One-Stop Career Center named in Part 3 of this agreement, I agree to provide services in accordance with the terms and conditions of this First Source Hiring Agreement.

**PRINT/TYPE NAME:** \_\_\_\_\_ **JOB TITLE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_



## City of Boston

Jobs and Living Wage Ordinance  
THE LIVING WAGE DIVISION • (617) 918-5236

### **CERTIFIED REFERRAL AGENCIES AND BOSTON ONE-STOP CAREER CENTERS**

All Covered Vendors and Beneficiaries shall sign a First Source Hiring Agreement with one or more referral agencies or one or more Boston One-Stop Career Centers.

Please note that the following entities have been certified by the Living Wage Division of the Office of Workforce Development to meet the First Source Hiring Agreement requirements of the Boston Jobs and Living Wage Ordinance.

---

- **MASSHIRE BOSTON CAREER CENTER**

1010 Harrison Avenue  
Boston, MA 02119  
Tel: (617) 541-1400  
Fax: (617) 427-8657  
TTY: (617) 442-3610

- **MASSHIRE DOWNTOWN BOSTON CAREER CENTER**

75 Federal Street, 3rd Floor  
Boston, MA 02110  
Tel: (617) 399-3100  
Fax: (617) 451-9973

- **ROXBURY CENTER FOR FINANCIAL EMPOWERMENT**

7 Palmer Street  
Roxbury, MA 02119  
Tel: (617) 541-2671  
Fax: (617) 541-2660  
Contact: Mr. Alan Gentle

## **4-7 CORI SCREENING BY VENDORS OF THE CITY OF BOSTON.**

### **4-7.1 Purpose.**

These sections are intended to ensure that the persons and businesses supplying goods and/or services to the City of Boston deploy fair policies relating to the screening and identification of persons with criminal backgrounds through the CORI system.

### **4-7.2 Definitions.**

Unless specifically indicated otherwise, these definitions shall apply and control in CBC 4-7.

*Applicant* means any current or prospective employee, licensee, or volunteer and includes all persons included in 803 CMR 2.03.

*Awarding authority* means any department, agency, or office of the City of Boston that purchases goods and/or services from a vendor.

*CHSB* means the Criminal History Systems Board defined in MGL c6 and 803CMR 2.00.

*City* means the City of Boston or department, agency, or office thereof.

*Otherwise qualified* means any applicant that meets all other criteria for a position or consideration for a position.

*Vendor* means any vendor, contractor, or supplier of goods and/or services to the City of Boston.

### **4-7.3 CORI-Related Standards of the City of Boston.**

The City of Boston will do business only with vendors that have adopted and employ CORI-related policies, practices, and standards that are consistent with City standards.

The City of Boston employs CORI-related policies and practices that are fair to all persons involved and seeks to do business with vendors that have substantially similar policies and practices. The awarding authority shall review all vendors' CORI policies for consistency with City standards. The awarding authority shall consider all vendors' CORI standards as part of the criteria to be evaluated in the awarding of a contract and will consider a vendor's execution of the CORI standards to be evaluated among the performance criteria of a contract. The awarding authority shall consider any vendor's deviation from the CORI standards as grounds for rejection, rescission, revocation, or any other termination of the contract.

The CORI-related policies and practices of the City include, but are not limited to:

- a. The City does not conduct a CORI check on an applicant unless a CORI check is required by law or the City has made a good faith determination that the relevant position is of such sensitivity that a CORI report is warranted.
- b. The City reviews the qualifications of an applicant and determines that an applicant is otherwise qualified for the relevant position before the City conducts a CORI check. The City does not conduct a CORI check for an applicant that is not otherwise qualified for a relevant position.
- c. If the City 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 City contains other information (i.e. cases disposed favorably for the applicant such as not guilty, dismissal) then the City informs the applicant and provides the applicant with a copy of CHSB's information for the applicant to pursue correction.
- d. When the City receives a proper CORI report of an applicant that contains only the CORI information that the City is authorized to receive and the City is inclined to refuse, rescind, or revoke the offer of a position to an applicant then the City fully 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 City, informing the applicant of the specific parts of the CORI report that concern the City, providing an opportunity for the applicant to discuss the CORI report with the City 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.
- e. The City makes final employment-related decisions based on all of the information available to the City, including the seriousness of the crime(s), the relevance of the crime(s), the number of 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 City is adverse to the applicant and results in the refusal, rescission, or revocation of a position with the City then the City promptly notifies the applicant of the decision and the specific reason(s) therefor.

#### **4-7.4 Waiver.**

Under exigent circumstances, an awarding authority, by its highest ranking member, may grant a waiver of CBC 4-7.3 on a contract-by-contract basis and shall submit a written record of the waiver to the Office of Civil Rights and to the Boston City Council's Staff Director who shall provide a copy to each and every City Councilor. The written record shall include, but not be limited to, (a) a summary of the terms of the contract, (b) the details of the vendor's failure or refusal to conform with the City's CORI-related standards, and (c) a brief analysis of the exigency causing the grant of waiver.

No waiver may be considered perfected unless the awarding authority fully complies with the provisions of this sub-section.

#### **4-7.5 Data Collection and Report.**

Any awarding authority, vendor, applicant, or other interested party may contact the Office of Civil Rights to report any problems, concerns, or suggestions regarding the implementation, compliance, and impacts of these sections, and the Office of Civil Rights shall log every comment received with a summary of the comment and shall keep on file any written comments. Subsequent to logging any comment, the Office of Civil Rights may refer a complaint to the CHSB and shall notify the relevant awarding authority. The Office of Civil Rights shall prepare a written report including, but not limited to, a summary of the granted waivers, a summary of any feedback regarding CORI-related policies and/or practices, and any other information or analysis deemed noteworthy by the Director of the Office of Civil Rights. The Office of Civil Rights shall file the report with the Boston City Council via the Boston City Clerk every six (6) months from the implementation date of these sections.

#### **4-7.6 Applicability.**

If any provision of these sections imposes greater restrictions or obligations than those imposed by any other general law, special law, regulation, rule, ordinance, order, or policy then the provisions of these sections shall control.

#### **4-7.7 Regulatory Authority.**

The Office of Civil Rights shall have the authority to promulgate rules and regulations necessary to implement and enforce these sections and may promulgate a form of the affidavit.

#### **4-7.8 Severability.**

If any provision of these sections shall be held to be invalid by a court of competent jurisdiction, then such provision shall be considered separately and apart from the remaining provisions, which shall remain in full force and effect.

#### **4-7.9 Implementation.**

The provisions of these sections shall be effective on July 1, 2006.

**CM FORM 15A**

**CORI COMPLIANCE**

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

**CERTIFICATION**

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

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

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

\_\_\_\_\_  
Signature

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

**NOTE:**

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

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

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

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

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

APPROVED AS TO FORM BY CORPORATION COUNSEL MAY 9, 2006

(PUB 2012)



## CM FORM 15B

### CORI COMPLIANCE STANDARDS

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

1. The Vendor does not conduct a CORI check on an Applicant unless a CORI check is required by law or the Vendor has made a good faith determination that the relevant position is of such sensitivity that a CORI report is warranted.
2. The Vendor reviews the qualifications of an Applicant and determines that an Applicant is otherwise qualified for the relevant position before the Vendor conducts a CORI check. The Vendor does not conduct a CORI check for an Applicant that is not otherwise qualified for a relevant position.
3. If the Vendor has been authorized by the MDCJIS to receive CORI reports consisting solely of conviction and case-pending information and the CORI report received by the Vendor contains other information (i.e. cases disposed favorably for the Applicant such as Not Guilty, Dismissal) then the Vendor informs the Applicant and provides the Applicant with a copy of MDCJIS' information for the Applicant to pursue correction.
4. When the Vendor receives a proper CORI report of an Applicant that contains only the CORI information that the Vendor is authorized to receive and the Vendor is inclined to question an applicant about their criminal history, or refuse, rescind, or revoke the offer of a position to an Applicant, then the Vendor complies with this section by, including, but not limited to, notifying the Applicant of the potential adverse employment action, providing the Applicant with a photocopy of the CORI report received by the Vendor, informing the Applicant of the specific parts of the CORI report that concern the Vendor, providing an opportunity for the Applicant to discuss the CORI report with the Vendor including an opportunity for the Applicant to present information rebutting the accuracy and/or relevance of the CORI report, reviewing any information and documentation received from the Applicant, and documenting all steps taken to comply with 803 CMR 2.17.
5. The Vendor makes final employment-related decisions based on all of the information available to the Vendor, including the seriousness of the crime(s), the relevance of the crime(s), the age of the crime(s), and the occurrences in the life of the Applicant since the crime(s). If the final decision of the Vendor is adverse to the Applicant and results in the refusal, rescission, or revocation of a position with the Vendor then the Vendor promptly notifies the Applicant of the decision and the specific reasons therefor. Nothing in these requirements modifies or affects a Vendor's obligation to comply with Massachusetts or federal laws regarding CORI.

APPROVED AS TO FORM BY CORPORATION COUNSEL JUNE 2014

(PUB June 2014)



CITY OF BOSTON • MASSACHUSETTS

OFFICE OF THE MAYOR  
MARTIN J. WALSH

EXECUTIVE ORDER  
ESTABLISHING REQUIREMENTS FOR CITY CONTRACTS IN AN EFFORT TO  
PREVENT WAGE THEFT

**WHEREAS**, the practice commonly known as “wage theft”—improperly withholding payment from employees and failing to pay them according to required schedules--harms the well-being of employees, their families, and their communities; and

**WHEREAS**, low income, immigrant, and limited English proficient workers are most vulnerable to this practice; and

**WHEREAS**, workers in the hospitality service industry are also vulnerable to this practice; and

**WHEREAS**, the high cost of wage theft to the City, its business community, and its residents impedes the City’s economic development and growth; and

**WHEREAS**, requiring City vendors to certify to the City their compliance with federal and state wage law, or to report violations and provide a wage bond, strengthens the City’s ability to hire vendors that treat their employees fairly; and

**WHEREAS**, prohibiting City departments from contracting with debarred vendors for the period of debarment will help to ensure that City resources are not used to support those vendors debarred for wage law violations; and

**WHEREAS**, the City desires to ensure that potential and current recipients of licenses issued under G.L. chapter 138 and chapter 140 comply with applicable wage laws;

**NOW, THEREFORE**, pursuant to the authority vested in me as chief executive officer of the City of Boston by St. 1951, c. 376, § 1.11, and every other power hereto enabling, I hereby order and direct as follows:

BOSTON CITY HALL • ONE CITY HALL SQUARE • BOSTON • MASSACHUSETTS • 02201  
617-635-4500 • [www.boston.gov](http://www.boston.gov)

STANDARD CONTRACT PROVISION

1. The following section 11.9 shall be incorporated into the City of Boston's Standard Contract General Conditions (Form CM-11) as of January 1, 2015, and shall apply to every new contract and every renewal term of a contract entered into after that date:

ARTICLE 11--COMPLIANCE WITH LAWS AND PUBLIC POLICY:

11.9 The Contractor certifies that neither it nor any of its subcontractors have been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, c. 151, or the Fair Labor Standards Act within three (3) years prior to the date of the Contract; or certifies that it has provided copies of any and all of the above to the Official prior to the date of the Contract and any required wage bond or insurance; and certifies that while the Contract is in effect, it will report any instance of the above to the Official within five (5) days of Contractor's receipt. The Contractor agrees and shall require any subcontractor to agree to post in conspicuous places notices to be provided by the City, informing employees of the protections of applicable local, state, and federal law.

CITY PROCUREMENTS

2. The following provisions shall be included in any request for proposals, invitation for bids or request for qualifications issued by the City on or after January 1, 2015:
  1. Prospective vendors must provide the following certifications or disclosures in writing to the Official with their bids or proposals, and, for multi-year Contracts, annually upon the anniversary of the Contract date. Failure to provide the following shall result in rejection of the bid or proposal:
    - a. Prospective vendors must certify that neither they nor any of their subcontractors have been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, c. 151, or the Fair Labor Standards Act within three (3) years prior to the date vendors submit their bids or proposals; or
    - b. Prospective vendors must disclose any such criminal or civil judgment, administrative citation, final administrative determination, order or debarment and include copy(ies) with their bids or proposals.

c. Prospective vendors are notified that they must report any such criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, c. 151, or the Fair Labor Standards Act while any of their bids or proposals to the Official is pending and, if awarded a Contract, during the term of the resulting Contract, within five (5) days of vendor's receipt.

d. Prospective vendors that are subject to a state or federal debarment for violation of the above laws, either voluntarily or involuntarily, or that have been prohibited from contracting with the Commonwealth or any of its agencies or subdivisions will be deemed not responsible and their bids or proposals shall be rejected. Such vendors shall be deemed not responsible for the entire term of debarment or other stated time period. During the term of a Contract, upon a finding or order of such debarment or prohibition, the City may terminate the contract.

e. Vendor(s) awarded a Contract that have disclosed a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, c. 151, or the Fair Labor Standards Act within three (3) years prior to the date they submit their bids or proposals, or Vendor(s) awarded a Contract that receive a federal or state criminal or civil judgment, administrative citation, order or final administrative determination resulting from a violation of G.L. c. 149, c. 151, or the Fair Labor Standards Act during the term of the Contract, and that are not otherwise prohibited from public contracting, may be required by the Official to obtain a wage bond or other form of suitable insurance in an amount equal to the aggregate of one year's gross wages for all employees, based on an average of its total labor costs for the past two years. Such bond must be maintained for the term of the Contract, including any renewal terms or extensions, and proof of such bond must be provided upon request by the Official.

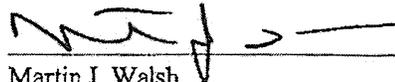
f. Vendor(s) awarded a Contract must post in conspicuous places notices to be provided by the City, informing employees of the protections of this Executive Order and applicable local, state, and federal law.

g. Vendor(s) awarded a Contract that have disclosed a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, c. 151, or the Fair Labor Standards Act within three (3) years prior to the date they submit their bids or proposals and through the Contract term shall furnish their monthly certified payrolls to the Official for all employees working on such Contract.

3. Contracts between the City and the United States or a corporation wholly owned by the government of the United States, or the Commonwealth of Massachusetts, its subdivisions and corporate bodies shall be exempt from this policy.
  
4. The Boston Licensing Board, in issuing licenses under G.L. c. 138 or G.L. c. 140, may consider whether a potential or current licensee has been subject to a federal or state criminal or civil judgment, administrative citation, order or final administrative determination resulting from a violation of G.L. c. 149, c. 151, or the Fair Labor Standards Act in determining whether to issue, re-issue, modify, suspend or revoke a license. Licensees that are subject to a state or federal debarment for violation of the above laws, either voluntarily or involuntarily, or that have been prohibited from contracting with the Commonwealth or any of its agencies or subdivisions shall be prohibited from holding, or continuing to hold, licenses issued by the Boston Licensing Board for the entire period of debarment or other stated time period.

All Cabinet Officers, Department Heads and City employees are hereby directed to render such aid and assistance as is required for the implementation of the foregoing policy.

10-23-14  
Date

  
\_\_\_\_\_  
Martin J. Walsh  
Mayor of Boston

City of Boston's  
*Travel Policies and Procedures*



Auditing Department

Effective through December 31, 2021

# City of Boston

## *Travel Policies and Procedures*

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This policy applies to all City departments, agencies, commissions, and employees regardless of the source of funds. When federal funds are used, federal policies will apply. Please refer to the General Services Administration's Federal Travel Regulation publication for appropriate direction. All employees are to be notified of this policy. The City is not obligated to reimburse any employee for travel costs that were not approved according to this policy. In every case, the means of transportation and/or accommodations which is least expensive to the City and which is in the interest of the economy, with proper consideration to the circumstances must be used.

This travel policy stipulates that requests for reimbursements incurred during the travel period are not to include any expenses incurred for wine, liquor, and/or tobacco products. It also dictates that travel sponsored by third parties is generally impermissible and must be authorized by the Law Department prior to the travel date.

1. All overnight and out-of state travel requires **prior approval**. This includes travel performed at the request and expense of private entities. Approval is secured through the use of a Travel Approval Form (**Attachment-1**).
  - A. The Superintendent must authorize all school department forms. Travel requests submitted by the Superintendent must be co-signed by a senior officer of the School Department.
  - B. The Department Head, Cabinet Officer and the Office of Budget Management (OBM), must authorize all other department, agency, and commission Travel Approval forms. These must be submitted to the OBM ten (10) working days prior to the actual departure.
  - C. All authorized Travel Approval forms, with the exception of Schools, are to be submitted to the City Auditors Office at least five (5) working days prior to the actual departure. Only those forms with original signatures will be accepted. School Department travel letters will be kept on file in the Business Office. Copies of the signed Travel Request form will be submitted with the payment voucher.

*Note: Any travel arrangements committed to without prior approval may result in denial of reimbursement. The requirement of prior approval of travel requests may be waived in cases where it can be demonstrated that it was impossible or impractical to obtain such approval.*

2. Direct payment for certain expenses may be secured prior to departure. These are limited to: (1) commercial carrier tickets (airlines, trains, and buses) (2) hotel charges and (3) conference fees. To secure payment, the traveler must submit the following forms and documentation:
  - A. An authorized Special Draft/Non-Order invoice made payable to the vendor (not the traveler).
  - B. A copy of the approved "Request for Travel Approval" form.
  - C. The original confirmation of the ticket issue, hotel and/or conference registration.

*Note: Individuals requesting direct payment must allow sufficient time for processing through standard departmental procedures and the City payment system. All other expenses will be paid on a reimbursement basis.*

City of Boston  
*Travel Policies and Procedures*

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3. In order to secure reimbursement of travel expenses, the traveler must submit the following City forms and documentation:
    - A. An authorized Special Draft/Non-Order invoice made payable to the traveler.
    - B. A City of Boston Travel Expense Voucher. The traveler and Department Head must sign the voucher labeled **Attachment – 2 Travel Exp Voucher 2021.xls**.
    - C. A copy of the authorized “Request for Travel Approval” form.
    - D. Except where noted, original receipts are required to support all expenses.
  
  4. The following travel expenses are allowable when properly authorized and documented:
    - A. Economy class commercial carrier charges (airlines, trains, buses). The maximum reimbursement will be limited to the lowest commercial carrier fare to the destination. The maximum limitation does not apply for in-state travel.
    - B. Hotel charges: luxury hotel accommodations will only be approved when basic accommodations are (1) unavailable (2) too distant from the event or (3) if the event is being held at a specific hotel.
    - C. Meals will be reimbursed that are supported by original receipts. A maximum of \$25 per day will be allowed otherwise.
    - D. Local transportation charges: Original receipts must support charges claimed for taxis.
    - E. Travel by personal automobile at the current federal reimbursement rate as stated in Internal Revenue Service (IRS) Publication 15-B or at the rate set by the employee’s collective bargaining agreement, should a mileage rate be stated. When federal funds are used federal policies will apply as stated in the General Services Administration’s Federal Travel Regulations publications.
    - F. Original receipts must support toll and parking charges.
    - G. Conference registration fees: A copy of the conference registration or application must be supplied.
    - H. Original receipts must support telephone charges necessary to conduct City business.
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## City of Boston

### *Travel Policies and Procedures*

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5. **Travel by City Contractors/Vendors:** Some contracts and/or service agreements may require the vendor to travel on behalf of a City department. The terms and conditions of the travel requirements must be set forth in the contract and/or service agreement and must be consistent with the City's policy as the situation warrants.

6. **Conflicting Obligations:** It is generally impermissible, without the prior review and approval of the Law Department, to engage in travel sponsored by a third party. Generally, expenses associated with employee travel are to be paid for by the City of Boston.

7. **Frequent Flyer Miles:** Employees are prohibited from accruing airline promotional awards, frequent flyer points or frequent flyer bonus points earned on official City business for their personal use. Frequent flyer points, coupons or promotional awards must be used for future City travel by the employee, or by other City employees when allowed under the terms of the program.

8. **Direct Payments:** All requests for reimbursement and direct payment of expenses are subject to pre-audit by the City Auditor for reasonableness, supporting documentation, and incurred costs. The requests are also subject to post-audit by the City's internal and external auditors.

9. **Reimbursement for use of private cars:** Travel by personal automobile at the current federal reimbursement rate set by the IRS and stated in Publication 15-B or as mandated by specific bargaining agreements. When federal funds are used federal policies will apply as stated in the General Services Administration's Federal Travel Regulations publications. The traveler must submit the following City forms and documentation;

- A. An authorized Non-Order invoice made payable to the traveler.
- B. A City of Boston Travel Expense voucher labeled **Attachment – 2**.  
The voucher is to be signed by the traveler under the penalties and perjury certified by the Department Head.
- C. Original receipts are required to support toll and parking charges.

Note: This policy and all related forms can be found in a Public Folder on My Hub. The path is: MyHub/Document Library/Documents for Employees/Payroll/