

CITY OF BOSTON / COUNTY OF SUFFOLK

POLICE DEPARTMENT

**BUREAU OF ADMINISTRATION & TECHNOLOGY
CONTRACTS UNIT**

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



**REQUEST FOR PROPOSALS (RFP)
FOR**

**ACQUIRING TECHNOLOGY AND SERVICES OF SOCIAL
MEDIA THREATS FOR THE BOSTON POLICE
DEPARTMENT**

BID DEADLINE: 12:00 P.M., Monday, October 24, 2016

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ADVERTISEMENT

CITY OF BOSTON/COUNTY OF SUFFOLK
POLICE DEPARTMENT

**REQUEST FOR PROPOSALS
TO ACQUIRE TECHNOLOGY AND SERVICES THAT
SUPPORT THE IDENTIFICATION, COLLECTION, SYNTHESIS,
ANALYSIS, AND INVESTIGATION OF THREAT INFORMATION PRESENT
WITHIN REAL-TIME OPEN SOURCE AND SOCIAL MEDIA PLATFORMS**

**NOTE: For more information specific to this bid, please
Contact Jenny Prosser, Contract Manager,
@ 617/343-4428 or jenny.prosser@pd.boston.gov**

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

This solicitation is being conducted in accordance with the provisions of Massachusetts General Laws Chapter 30B, Section 6. If it becomes necessary to revise any part of this RFP or otherwise provide additional information, an addendum will be issued to all prospective proposers who received copies of the original request.

All proposals shall be submitted in strict conformance with the RFP which may be obtained at the Contracts Unit, Room N359, Boston Police Headquarters, 1 Schroeder Plaza, Boston, MA 02120, on **Wednesday, October 5, 2016 at 9:00 a.m.** and shall be available until the deadline for the submission of sealed proposals on **Monday, October 24, 2016, at 3:00 p.m.**

Every sealed proposal submitted must include the original and ten copies in strict accordance with the RFP. All sealed and clearly marked price and technical non-price proposals shall be filed no later than **Monday, October 24, 2016, at 3:00 p.m.**, Eastern Daylight Time (EDT), at the Office of the Official, the Boston Police Department's Contracts Unit, Room N359, Police Headquarters, 1 Schroeder Plaza, Boston, MA 02120. **Failure to submit separate sealed price and technical non-price proposals shall result in the disqualification of the entire proposal.**

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

A proposal deposit in the amount of two hundred fifty dollars (\$250.00) shall be required from each proposer and shall accompany the separately sealed non-price proposal when submitted to the Boston Police Department.

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

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

The contract will be awarded with an amount not to exceed \$1,392,669.00.

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

William B. Evans
Police Commissioner

SECTION

ONE

SECTION 1 DEFINITIONS

The following terms, wherever they appear in these Contract Documents, shall be construed as follows:

“City” the City of Boston.

“Company” a union or association of persons carrying on a commercial or industrial enterprise; a partnership, corporation, association, joint stock company.

“Contract” an agreement between the City of Boston Police Department and the successful proposer(s) for the procurement of the specified supplies or services in accordance with all contract documents and attachments incorporated by reference.

“Contract Documents” shall include, as applicable, any Requests For Proposals (“RFPs”), Advertisement, Contractor Certification, Addenda, City of Boston Standard Contract (Form CM10), City of Boston Standard Contract Terms and Conditions (Form CM11), and any attachments or amendments thereto, which are incorporated by reference.

“Contractor” the individual, partnership, corporation or other entity to whom this Contract is awarded.

“Department” the Boston Police Department.

“Project Manager” an employee of the City of Boston Police Department designated to oversee the performance of the contract services.

“Proposal” a written offer to provide a supply or service at a stated price stated in a response to a Request For Proposals.

“Proposer” the party who makes or submits a proposal.

“Official” the officer acting on behalf of the City in the execution of the Contract.

“Vendor” an individual or company who sells a service or supply.

“Alert” the notification of the user via desktop pop-up, sound, email, sms-message.

“Content” a distinct piece of open source online material (html, text, photos, URLs, documents, video, etc.)

“Reports” are high quality, specifically formatted documents exported from the solution for use in briefing non-users of the solution on the results of analysis done within the solution.

“Geo-Inference” the technical ability to spatially locate a piece of content based on data contained in the content or user profile of the content's author to provide an estimate of the geographic location where the content was posted from.

“Query” Searching based on user defined criteria.

SECTION

TWO

SECTION 2
GENERAL NOTICE TO PROPOSERS

A. Review and Submission:

Proposers are advised to conduct a thorough review of this RFP. Special reference is made to Section 6 entitled, "Proposal Information, Submission, Conditions and Acceptance" for more detailed descriptions of the information presented below.

Please direct any and all written questions or correspondence regarding this RFP to:

Jenny Prosser, Contracts Manager
Boston Police Department, Contracts Unit
1 Schroeder Plaza
Boston, Massachusetts 02120
Office: 617-343-4428
Fax: 617-343-5239
Email: jenny.prosser@pd.boston.gov

The City will not respond to oral questions regarding this RFP. Only written questions submitted by **Thursday, October 13, 2016** will be accepted. Written answers to such questions shall be sent to each person on record as having received an RFP.

Proposals shall consist of two separate envelopes:

1. **TECHNICAL NON-PRICE** proposal submitted in a sealed **envelope** containing one (1) original paper copy and ten (10) additional copies and one electronic copy marked:

"Open Source Threat Analysis Platform- Non-Price Proposal"

Submitted by: (Name of Proposer)
Date Submitted:

The Non-Price Proposal shall contain absolutely NO reference to cost and must Include a \$250.00 refundable deposit in the form of a cashier or certified bank check.

2. PRICE PROPOSAL submitted in a sealed envelope containing one (1) original paper copy and one (1) additional copy marked:

“Open Source Threat Analysis Platform-Price Proposal”

Submitted by: (Name of Proposer)

Date Submitted:

The complete originals (Price Proposal and Technical Non-Price Proposal), with deposit, and all duplicates shall be delivered to:

Jenny Prosser, Contracts Manager
Boston Police Department, Contracts Unit
1 Schroeder Plaza
Boston, Massachusetts 02120

Proposals not received by the deadline at the above address will not be accepted. The burden is on the proposer to ensure that the proposals are received at the above address prior to the deadline for the submission of proposals as specified in the advertisement.

Any proposals not completed in the manner specified in this RFP will not be evaluated.

A Register of Proposals with the name of each proposer will be open for public inspection following the opening of proposals.

The contents of each proposal submitted shall remain confidential and will not be made available to the public or competing proposers. Proposers wishing to review the contents of competing proposals may do so only after a Contract has been awarded.

As part of the Comparative Evaluation Criteria, each proposer will be required to present a functionality demonstration. Demonstrations must be live interactions with existing products/services proposed as the solution for this RFP. Demonstrations will be no longer than ninety (90) minutes. Demonstrations will be held at the following address:

Boston Police Headquarters
1st Floor Media Room
One Schroeder Plaza
Boston, MA 02120

Demonstrations will be scheduled on Tuesday, November 15, 2016, Wednesday, November 16, 2016 and Thursday, November 17, 2016 between the hours of 9:00AM to 5:00PM

B. Timetable:

Request for Proposals Available: Wednesday, October 5, 2016

Deadline-Submission of Written Questions: Thursday, October 13, 2016

Deadline-Submission of Proposals: Monday, October 24, 2016, **no later than 3:00 p.m.**

Comparative Evaluation Demonstrations: Tuesday, November 15, 2016, Wednesday, November 16, 2016 and Thursday, November 17, 2016 between 9:00AM to 5:00PM

Award of Contract: (on or about) Monday, December 5, 2016

Commencement of Contract Services: (on or about) Monday, December 19, 2016

SECTION

THREE

SECTION 3 PROFILE OF PROPOSER

Overview:

The City of Boston Police Department wishes to learn about each of the proposers and their ability to deliver the supplies and services specified in this RFP. This section is viewed as part of the proposer's responsiveness to this RFP and its responsibility in meeting the contract requirements. This section will be required as part of the Minimum Evaluation Criteria and will be rated as part of the Comparative Evaluation Criteria section of this RFP.

NAME OF PROPOSER: _____
(Business Name)

MAILING ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____ TELEPHONE: _____

PERSON AUTHORIZED TO
SIGN ALL CONTRACT DOCUMENTS: _____

PROPOSER IS: (check one)

☐ Individual ☐ Partnership ☐ Corporation ☐ Other (If other, please

explain): _____

IF BUSINESS IS A CORPORATION, STATE THE FOLLOWING:

STATE OF INCORPORATION: _____

PRESIDENT: _____

TREASURER: _____

PLACE OF BUSINESS: _____
(Street)

(City, State, Zip)

Parent Corporations (if any): _____

All subsidiaries (if any): _____

IF BUSINESS IS A PARTNERSHIP, STATE NAME AND ADDRESS OF ALL GENERAL
AND LIMITED PARTNERS: _____

Year company was founded: _____

Number of years company has operated under this name: _____

Number of years company has been in present business: _____

Brief Description of the nature of your company's business:

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 Massachusetts General Laws, Chapter 110, Section 5, was filed: _____

List the Federal Identification Number of the Proposer (the number used on Employer's Quarterly Federal Tax return, U.S. Treasury Department form 941):

List the total number of personnel employed by your company for each year, over the past three years:

2014 _____ 2015 _____ 2016 _____

Has your company ever failed to complete any work awarded, had a contract for or related services terminated for cause, or been involved in litigation in the last five (5) years?

☐

YES

☐

NO

If yes, please state all circumstances: _____

List all subcontractors who will be assigned to execute any work identified in the RFP. Include the following information:

Company Name(s): _____

Role in this procurement: _____

Nature of Business: _____

Number of years in present business: _____

Address: _____

Contact person: _____

SECTION

FOUR

SECTION 4

CONTRACT INTENT AND BACKGROUND

A. Contract Intent

The City of Boston is the capital and largest city in the Commonwealth of Massachusetts. Boston is the economic and cultural center of the region and has a population of 650,000 and a daytime population of over 2,000,000. The Boston Police Department is the 20th largest law enforcement agency in the country and the 3rd largest in New England.

Through this RFP, the Boston Police Department is seeking to acquire technology and services that support the identification, collection, integration, synthesis, analysis, visualization and investigation of threat information present within real-time open source and social media platforms, as well as, other disparate structured and unstructured "big data" sources. The purpose of this project is to bridge a technology gap in situational awareness, secure data access, and both "big data" and "fast data" analysis by distilling specific knowledge concerning threats, hazards and other conditions related to crime and public safety present on the Internet. The ultimate goal is to make use of publicly available real-time open source data to enhance situational awareness and further enable public safety through the protection of life and property, in furtherance of the Boston Regional Intelligence Center mission, as well as the missions of the law enforcement agencies within the Metro Boston Homeland Security Region.

B. Background

The Bureau of Intelligence and Analysis is one of the six bureaus of the Boston Police Department. The Bureau of Intelligence and Analysis manages the overarching process of coordinating the flow of information across all bureaus of the Department and across all levels and sectors of government and private industry. Bureau efforts further crime prevention and enforcement objectives/priorities identified by the Boston Police Department; and support risk-based, information-driven decision making and address immediate and/or threat-related circumstances and events by producing real-time, actionable intelligence products.

The Bureau's mission is to improve the ability to prevent criminal activity and safeguard our homeland. The Bureau is the managing authority of the Boston Regional Intelligence Center – a nationally recognized major urban area fusion center.

The mission of the Boston Regional Intelligence Center (BRIC) is to reduce crime and prevent acts of terrorism throughout the Metro Boston Homeland Security Region (MBHSR) by serving as the central point for the collection, synthesis, analysis, and dissemination of strategic and tactical intelligence to law enforcement, intelligence, first responder and private sector partners; and to assist the Federal Government as a partner for national security. The MBHSR consists of the following communities: Boston, Brookline, Cambridge, Chelsea, Everett, Quincy, Revere, Somerville, and Winthrop.

SECTION

FIVE

SECTION 5

GENERAL SUMMARY OF REQUIREMENTS

The Boston Police Department is seeking to acquire technology and services that support the identification, collection, aggregation, synthesis, analysis, visualization and investigation of threat information present within real-time open source and social media platforms, as well as other disparate structured and unstructured “big data” and “fast data” sources.

All responses to this RFP will be public record under the Commonwealth’s Public Records Law, Mass. Gen. L. ch. 66 s. 10, regardless of confidentiality notices set forth on such writings to the contrary. Do not submit any confidential information as part of your proposal.

SECTION

SIX

SECTION 6

Proposal Information, Submission, Conditions and Acceptance

A. Responsibility of Proposer to be Informed:

Before submitting any proposals, Proposers shall fully inform themselves of all conditions pertaining to this RFP and all required terms and conditions for carrying out the Contract. By filing proposals, the Proposers do thereby represent that they have so informed themselves of, and shall comply with, all requirements, terms, conditions and timetables of the City of Boston Police Department.

B. Information, Required Content and Format of Proposals:

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

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

Note: Proposers are advised to submit only information that is relevant to the information sought by the City of Boston Police Department through this RFP process.

C. Addenda:

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

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

D. Questions and Changes to Proposal:

All questions as to the interpretation of this RFP, Purchase Description and Specifications, Evaluation Criteria, and all other contract documents shall be submitted in writing to the Project Manager (refer to Section 2). Written answers to such questions shall be sent to each person on record as having received an RFP. No questions will be answered unless received by the Project Manager on or before Thursday, October 13, 2016.

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

E. Separate Submissions:

Each proposal shall be separated into two sealed envelopes for submission to the Department:

1. Technical **Non-Price Proposal:** One sealed envelope shall be clearly marked "Open Source Threat Analysis Platform -NON-PRICE PROPOSAL", Submitted by: (Name of Proposer), Date Submitted" and shall contain the proposer's *original technical non-price proposal*, a \$250.00 proposal deposit, ten (10) identical copies and one (1) electronic copy.
2. **Price Proposal:** One sealed envelope shall be clearly marked "Open Source Threat Analysis Platform-PRICE PROPOSAL", Submitted by: (Name of Proposer), Date Submitted" and shall contain the proposer's *original price proposal* and one (1) identical copy.

Any proposal filed after the time and date specified herein shall not be accepted by the Official.

F. Acceptance of Proposal:

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

G. Opening and Evaluating Proposals:

An Evaluation Committee appointed by the Official shall open sealed technical non-price proposals in closed session, in the presence of one or more witnesses, on Monday, October 24, 2016. The Committee will evaluate proposals according to the criteria set forth in this RFP and will make recommendations for Contract award.

The Department's Financial Officer, who is not part of the "technical non-price" Evaluation Committee, will then open price proposals. Price and technical non-price evaluations will be submitted to the Official with recommendations. The Official shall determine the most advantageous proposal of a responsible and responsive proposer, taking into consideration Evaluation Committee and Financial Officer recommendations, price, and the Evaluation Criteria set forth herein.

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

A register of proposals, including the name of each proposer and the number of modifications to the proposal, if any, will be available for public inspection following the opening of proposals. However, the contents of the proposals shall remain confidential and will not be made available to the public or competing proposers. Proposers wishing to review the contents of competing proposals may do so only after a Contract has been awarded and executed.

H. Proposals for Equal Items:

Equal proposals shall be considered. Except where otherwise noted to the contrary in the Contract documents, any proprietary name mentioned in Section 7, entitled "Scope of Services", is for the purpose of information only, and is not intended to limit competition. Proposals for any item, article, assembly, system, or any component, or part thereof, equal to that named in the specifications, will be considered. Any item shall be considered equal to the item so named if: (1) it is at least equal in durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design work being contracted for or the material being purchased, and; (3) it conforms substantially, even with deviations, to the detailed requirements for the item in said specifications.

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

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

I. Expense of Proving Equality:

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

J. Information as to Proposed Materials:

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

K. Proposer Qualifications:

It is the purpose and intention of the Official not to award the Contract to any proposer who does not furnish evidence, when requested, satisfactory to the Official that it has the ability and experience to perform the pertinent class of work. Refer to Section 7,

entitled "Scope of Services" for a detailed description of minimum qualifications required under this Contract.

L. Rejection of Proposals:

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

M. Term of Contract

The term of the contract is for one year. Although the City expects a six month engagement to provide the services in the RFP Scope of Services, the contract term will be for one year in order to provide for contingencies. The Contract shall be subject to the availability of an appropriation and may be cancelled by the City without penalty in any year in which an appropriation is not made.

N. Basis for Award of Contract:

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

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

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

O. Limitation:

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

All proposal materials and documents submitted by proposers under this RFP will automatically become City records.

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

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

The City accepts no financial responsibility for costs incurred by any proposer in responding to this RFP. The awarded Contract shall become public information upon its award and execution by the City.

P. Responsible and Responsive Proposers:

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

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

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

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

- a. Submit a complete proposal which conforms in all respects to this RFP;
- b. Submit a complete proposal which is signed by the appropriate authorized person and accompanied by all required certifications and representations;
- c. Include as part of the proposal a list of three (3) or more professional and relevant references (or previous Contracts awarded) which demonstrate the proposer's ability to perform the services required in this RFP;
- d. Submit a complete Plan of Services as specified in Section 8.

Q. Authorized Signature:

Both the price and technical non-price proposal shall be signed by a representative authorized to bind the proposer for the duration of the Contract. The price and technical non-price proposal shall provide the name, title, address, and telephone number of the individual(s) with authority to bind the proposer.

R. Questions:

All proposers' questions concerning this RFP must be addressed in writing and directed to:

Jenny Prosser, Contracts Manager
Boston Police Department, Contracts Unit
1 Schroeder Plaza
Boston, Massachusetts 02120
Email: jenny.prosser@pd.boston.gov
Office: 617-343-4428
Fax: 617-343-5239

Written answers to such questions shall be sent to each person on record as having received an RFP.

All questions and answers will be kept on file by the City of Boston Police Department. Failure to receive an answer shall not excuse or in any way postpone the proposal submission deadline specified herein.

S. Basis for Acceptance/Conflict of Interest:

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

T. Request for Proposals Includes by Reference all Documents Referred to and Included Herein:

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

This RFP expressly incorporates by reference the City of Boston Standard Contract Terms and Conditions (Form CM-11) and such other contractual terms as the Official deems necessary.

SECTION

SEVEN

SECTION 7

SCOPE OF SERVICES

A. Requirements Overview

The Boston Regional Intelligence Center (BRIC) of the Boston Police Department (BPD), acting by its Police Commissioner, invites proposals from qualified proposers to provide real-time open source and social media threat detection and analysis systems, software, and/or services for use by the Boston Regional Intelligence Center and select law enforcement personnel of the Metro Boston Homeland Security Region (MBHSR). Proposers will be required to provide commercial off the shelf (COTS) desktop software applications, web-based software applications, and/or integrated services that will proactively alert personnel to threats communicated via social media and/or online open source platforms, allow for geospatial monitoring for threats via online open source and/or social media platforms, and provide capabilities designed specifically to support investigative processes and analysis of online open source and social media information. The proposed software and/or services must have the potential to greatly enhance the BRIC's and MBHSR's ability to identify, collect, aggregate, synthesize, evaluate, analyze, visualize and investigate criminal activity and threats to public safety via social media platforms and other online open source environments. Furthermore, these capabilities must leverage both real time and historic data sets from the aforementioned platforms and environments, and may be complemented and enhanced through their integration with existing structured and unstructured databases native to the Boston Police Department and Boston Regional Intelligence Center. The ideal solution should leverage complementary "big data" and "fast data" architectural options to satisfy a variety of analytical and investigative requirements, to include considerations for optimizing "fast data", i.e., providing the BRIC with the enhanced capabilities of real-time stream processing and stream-based analysis to support public safety decision making related to emerging threat scenarios.

The proposer will provide access to hardware, software application(s) and/or service(s) during a mutually agreeable time frame between the proposer and the Director, Boston Regional Intelligence Center.

Specific capabilities of the software can be categorized in the 3 areas:

1. Proactive Alert / Warning Capabilities: This includes the ability for users of the solution to be alerted in near-real-time to significant or threatening social media and/or online open source content based on user input, to include but not be limited to keywords, Boolean search strings, pre-defined thresholds, trends and sentiment. The solution should apply machine learning and natural language

processing capabilities to augment use of terms, slang, lexicon and verbiage of relevance to the user. Alerts must be produced autonomously 24/7/365 without direct user monitoring of the system.

2. **Analysis / Crowdsourcing / Social Threat Monitoring:** This includes the capability for users of the solution to actively search social media and/or online open source content geospatially and via keyword or other advanced search algorithms (leveraging the requirements described in section 1. above) before, during and after major incidents and events, and/or in support of investigations, to identify information of relevance to the BRIC's mission. The system(s)/service(s) will assist in identifying publicly available social media and/or online open source activity to provide situational awareness and help inform operational decisions. The system must provide analytic visualization capabilities, to include, but not limited to, link/network analysis charts, geospatial analysis maps, timelines, word clouds, line graphs, etc. The system(s)/service(s) must provide a capability to integrate and/or save select data and information locally to support further analysis and exploitation by other COTS analysis software (e.g. GIS, spreadsheet, link/network analysis, BI software, etc.) in use at the BRIC and within the MBHSR.
3. **Investigative capabilities for public safety purposes:** This includes features to aid with the investigation of identified criminal activity, such as data/information management specifically to support investigative processes, network/entity link analysis, and knowledge management functionality. The system(s)/service(s) must provide capabilities to support authorized users of the software to: operate within defined U.S. laws, policies and procedures established to manage lawful criminal investigations; create virtual identities to mask one's identity, and leverage tools such as proxy servers, while operating under authorized covert, investigative procedures; to save select data and information locally to satisfy investigative and prosecutorial responsibilities (i.e. Discovery); to leverage a variety of tools intended specifically for managing and collaborating on one or more investigative "cases".

B. Summary and Detailed Technical Requirements Specifications

Specific Requirements can be grouped into 5 sections described in detail below:

1. **Summary Requirement 1 -- Collection:** These requirements detail the types of data the solution will be able to query and aggregate for further analysis. This includes the capability for users to define queries across multiple datasets, schedule queries in the future, and be alerted when new data meets query definitions. Requirements also detail the network and solution cyber security protocols required for conducting these types of queries.

Number	Detailed Technical Collection Requirements
1.1	Solution shall be able to query content from any publicly available open source internet site including but not limited to blogs, news media websites, forums, chat rooms, social media such as Facebook, Twitter, Instagram, Youtube, Pinterest, Google Plus, Tumblr, Linkedin, Reddit, VK, Flickr, Vine, Meetup, Ask.fm, Classmates, Periscope, Craigslist, Backpage, etc.
1.2	Solution must allow user to save select content based on a query.
1.3	The solution will be able to query content from multiple types of sources, including internal structured and unstructured continually updating data sets, including but not limited to network file connectors, databases connectors, email connectors, API connectors, and SharePoint libraries.
1.4	Solution shall allow query parameters to include the following: keywords, Boolean logic search strings, usernames, geo-fenced areas, emoticons.
1.5	Solution shall allow for metadata to be added to the query, including at least a name and notes field. (Ability to name the query).
1.6	Solution shall provide the ability to create additional queries as needed with independent search parameters, filters, and alerts.
1.7	Solution shall provide the user the ability to group two or more queries together and run them in a combined fashion using boolean operators.
1.8	Solution shall be able to query content from the "surface of the web" (e.g. internet content indexed by most popular search engines), "deep web" (e.g. internet content that is not indexed by popular search engines, some of which may be found in closed forums), and "dark web" (e.g. internet content that is not indexed and is found within encrypted networks, such as TOR, requiring special web browsers and security protocols).
1.9	Solution allows parameters for each query to be unique.
1.10	Solution shall have the ability to account for common misspellings of target search terms, as well as synonyms, related words, slang, synonyms, stemming, etc.
1.11	Solution shall make use of machine learning and natural language processing to determine sentiment, hostile verbiage, slang, etc.
1.12	Solution shall be able to filter queried content by the following parameters set by the end user: English Language Only, Re-Tweets vs. No Re-Tweets, Content with Pictures Only, Content with external links

	only, Content source, etc.
1.13	Solution shall have the ability to display queried content in real time in one or more columns.
1.14	System shall provide the user the ability to be alerted when a piece of content enters the system and meets certain user defined criteria. This includes volume thresholds over certain geographic areas.
1.15	Solution shall provide the ability for alerts to be customizable by the end user allowing them to choose the method of alert from among the following: Email, sms-text message, Sound, and/or Desktop Pop-up.
1.16	Solution shall allow for the ability to add, edit, and delete parameters from any query at any time on the fly.
1.17	Solution shall provide the ability to export and import parameters for inclusion in the query via a .CSV or other common file format.
1.18	The solution shall provide the ability to query and save data from SSL encrypted web sites.
1.19	Solution shall provide the ability to apply non-detectable web crawlers to query for content.
1.20	Solution shall update content in queries automatically at short regular intervals without any user interaction needed, when desired by the user.
1.21	Solution shall provide the ability to pause auto-updates when looking at specific content in more detail so as not to lose it in the stream.
1.22	Solution shall provide the ability for queries to return all historical content from any provider that meet the search parameters of the user.
1.23	Solution shall not be limited in its ability to query content available from any particular open source/social media platform that is not protected by privacy settings.
1.24	Solution shall provide ability for users to add/customize RSS feeds that are available for querying.
1.25	Solution shall have ability to schedule queries to begin in advance including allowing users to set start and end date/time periods for data querying. This should also include ability to schedule all other features of the query including location, keywords, alerts, etc.
1.26	Solution shall have the ability for users to identify specific named users on specific websites to restrict from inclusion in the query results.

1.27	Solution shall have the ability to query content based on industry standard emoticons.
1.28	The solution shall have the ability to allow users to duplicate queries, creating a new query based on the same starting parameters.
1.29	The solution shall have the ability to query data from websites that support displaying html content.
1.30	The solution shall have the ability to query and save all content presented in the page including but not limited to user comments and reply to a comment, attachments, etc.
1.31	The solution shall be able to overcome challenge-response type tests from websites.
1.32	The solution shall support saving content from multiple, disparate queries running simultaneously.
1.33	The solution shall provide options for saving content in a structured format to facilitate further analysis and investigative requirements (e.g. Discovery).
1.34	The solution shall be scalable allowing for growth in queries and resultant content volume over time.
1.35	The solution shall provide a secure method for saving web content on-the-fly while users are browsing the web.
1.36	Solution shall allow users to create and store libraries of search terms, search parameters, query logic, query algorithms, etc. for future use and for knowledge management amongst local user community (organization).
1.37	Solution shall allow for executing program languages such as C#, Java, Javascript, .Net, Python, C++, PHP, etc. during query in order to call external services, etc.
1.38	Solution shall be able to access dark websites securely using TOR while hiding the user's IP address and identifiable information using methods such as automated proxy detention and scoring, anonymizers, and virtual identities.

2. **Summary Requirement 2 -- Analysis:** These requirements detail the way in which users must be able to interrogate, sort, filter, analyze, explore, and visualize the queried data. This includes the ability to apply customizable weighted threat algorithms to the data to discover threatening and/or priority content more easily.

Number	Detailed Technical Analysis Requirements
2.1	Solution shall have the ability to develop various threat models consisting of algorithms of keywords, Boolean operators, and weighting measures that will cause content queried by the solution to be prioritized above other content when brought to the attention of the user via the GUI.
2.2	Solution shall allow for threat models to be the basis of collecting data for further evaluation, analysis, and investigation.
2.3	Ability for end users to manipulate weights and terms on threat model easily on the fly based on user roles.
2.4	Ability for users to set alerts based on threat model thresholds or terms.
2.5	Solution shall provide ability for users to perform quick and general searches of content.
2.6	Solution shall provide user interface allowing user to explore queried and saved data via filters and subqueries.
2.7	Solution shall have the ability to share content of interest with non-users of the system via email directly from the user interface
2.8	Solution shall provide the ability to view interaction between subjects in a link/network analysis chart and display in a timeline.
2.9	Solution shall include language translation service (other language to English translation).
2.10	Solution shall have the ability to automatically identify and extract well known common numerical and alphabetical structures contained in content including but not limited to phone numbers, social security numbers, URLs, emails, people, locations, addresses, license plates.
2.11	System shall provide ability to add background meta-data to extracted entities, such as the real life name, date of birth, address, and aliases.
2.12	System shall allow users to easily extract these entities from structured and unstructured content via color coding and other labeling

	methodologies.
2.13	Content saved using the solution must be easily integratable into commonly available external analysis software tools. These tools shall include but not be limited to i2 Analyst Notebook, ESRI GIS solutions, Microsoft Excel, Word.
2.14	Solution shall have ability to export formatted reports for dissemination to non-users of the solution.
2.15	Solution shall allow reports to be customizable to include open source content selected by the user in the solution and/or also analytical charts and graphs created by the user in the solution.
2.16	Solution shall allow reports to be exported in PDF or Microsoft Word format.
2.17	Solution shall facilitate relationship analysis between two or more web identities showing common shared attributes between them including the use of statistical algorithms to determine relationship strength and other factors
2.18	Solution shall support analysis of content aggregated into charts and graphs.
2.19	Solution shall facilitate the identification and unification of disparate online entities to present the complete picture of an individual online identity.
2.20	The solution shall reveal data about private web-profiles from scattered public content and provide the users with insights into those virtually invisible entities.

3. **Summary Requirement 3 -- Investigative:** These requirements detail the need for an organizational element of the solution to allow for grouping information into containers with certain metadata. The requirements also detail how the solution must facilitate the use of virtual identities in investigatory capacities, and storing data for evidentiary and analytical purposes.

Number	Detailed Technical Investigative Requirements
3.1	Ability to preserve content in its entirety for evidentiary purposes.
3.2	Ability to link/jump back to original source website of the document.

3.3	Solution shall provide the ability to maintain user defined containers to organize and manage different investigations.
3.4	Solution shall allow users to link queries to case containers.
3.5	The solution shall have the ability for users to share cases with all or specified users
3.6	The Solution shall have the ability for users to add metadata to the case.
3.7	A simple user interface shall be provided to create, edit, manage and access these case containers.
3.8	System shall allow users to attach files to a case.
3.9	Users should have the ability to duplicate cases and create new cases based on the same starting parameters.
3.10	Solution shall support the creation and management of virtual identifies.
3.11	Virtual Identity configuration supports a minimum of login, password, proxy, and description settings.
3.12	The creation of virtual identities shall be managed via role based access controls.
3.13	Virtual Identities shall be able to be used to query and save content for investigative purposes.
3.14	Solution shall support the duplication of virtual identities.
3.15	The solution should include a secured browser as a complementary tool that enables the user to interact with online content using virtual identities
3.16	The secured browser ensures the protection of the local network from malicious code (cyber security threats) and allows for anonymous browsing.
3.17	The secured browser is able to access the web using IP addresses designated for specific virtual identities.
3.18	The solution shall provide visual analytic tools to aid investigators, to include, but not limited to, link analysis, geospatial, and timeline tools.
3.19	The solution shall provide a secure means for local system audits of its investigative components.

4. **Summary Requirement 4 -- Geospatial:** These requirements detail how queried data can be explored in a geospatial environment including basic mapping to geospatial analysis of data through the use of the Geographic Information Systems (GIS) to analyze patterns and trends in the content.

Number	Detailed Technical Geospatial Requirements
4.1	Ability to query, view and/or save geo-tagged content on a map in near real time.
4.2	Ability to query, view and/or save geo-inferenced content on a map in near real time.
4.3	Ability for end users to apply a geo-fence to an area and display a stream of content from that point forward
4.4	Solution shall have the ability to query historic content within a geo-fenced area.
4.5	Ability for users to select the time period for which geo-tagged content appears on the map.
4.6	Solution shall have the ability to turn view geo-tagged data, geo-inferenced data, or both on the map based on a user's selection.
4.7	Ability to apply all of the solutions inherent search capabilities geospatially.
4.8	Solution shall have the ability to display geo-tagged or geo-inferenced content from one or more stored queries on a single, continually updating map interface.
4.9	Solution shall have the ability to view an image of the actual address where the content was posted from and the street view of the actual location where available via commercially available street level imagery (for example, Google Street View).
4.10	Solution shall have the ability for users to geo-fence an area and receive alerts when new posts occur within that area that meet specified search criteria.
4.11	Geospatial content collected and stored using the solution must be easily integratable into ESRI GIS solutions.
4.12	Ability to create heat maps relative to density of geo-tagged and geo-inferenced data, to include various search/query logic/algorithms
4.13	Ability to conduct geospatial analysis functionalities, such as temporal

	and cluster analyses.
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5. **Summary Requirement 5 -- Administrative:** These requirements detail functions needed to manage the system, maintain user accounts, audit user activities, manage data retention, and control access to different actions within the system.

Number	Detailed Technical Administrative Requirements
5.1	Solution shall provide an easy to use, intuitive GUI that is operational with minimal end user training.
5.2	Administrators should be able to add, edit, and maintain user accounts without interaction needed with the proposer.
5.3	Administrators shall have access to an interface that facilitates data review, retention, and purge procedures to ensure compliance with regulations such as 28 CFR Part 23 and other applicable laws, policies and procedures.
5.4	Solution shall produce an audit log that tracks system use by individual users.
5.5	Administrators shall have access to audit logs
5.6	Solution shall have role-based access controls to distinguish user permissions across all components of the solution.
5.7	Solution shall have option to integrate with host's Active Directory to facilitate user authentication procedures.
5.8	Solution shall have an Administrative interface that allows for oversight of all collection activities
5.9	Solution shall have an Administrative interface that allows for monitoring of system performance and alerts administrator of system errors or downtime.
5.10	End-user Solution shall be clientless web-based system accessible via web browser from any workstation on the department network (or designated secure networks).
5.11	Proposer will provide training on all components of the solution for all levels of users (e.g. basic, standard, advanced, administrator, etc.).

C. Implementation Milestones and required deliverables for proposed solution.

Milestone On or before	Deliverable
January 13, 2017	Kickoff meeting for Planning
January 27, 2017	Agreed upon Implementation Plan
March 1, 2017	30% Solution Implemented; includes installation of all necessary hardware and/or software and configuration for at least 30% solution.
April 15, 2017	60% Solution Implemented; configuration for at least 60% of solution and training for at least 30% of solution.
May 30, 2017	90% Solution Implemented; configuration for at least 90% of solution and training for at least 60% of solution.
June 15, 2017	100% Solution Implemented; configuration for at least 100% of solution and training for at least 100% of solution.
June 30, 2017	Project is completed; user testing of product is completed and all proposed users at various levels and access points trained and functioning in optimal manner.

SECTION

EIGHT

SECTION 8 PLAN OF SERVICES

In an effort to assess the organizational structure and capabilities of all proposers, the Department shall require proposers to submit responses to all inquiries provided below. Responses shall be submitted on separate 8½" x 11" paper.

Proposers must restate each inquiry and shall not submit more than one page per response. Responses will be considered part of the comparative evaluation. If the Contract is awarded, the successful proposer's responses shall be binding under this Contract. Proposers are advised to refer to all applicable sections of this RFP for equipment, operational, staffing, financial and other service and supply requirements before providing responses to this section.

A. Company

1. Please describe the proposer's organization (i.e., origin, years in business, annual revenue, regions of operation, etc., including any and all affiliates and subsidiaries, whether location inside or outside the City of Boston and or U.S.) and staff with details on additional personnel, organizational changes and equipment (including local distributor) required.
2. Please provide information on recent installations (last 12 months) of proposed and/or related solutions for law enforcement, intelligence, defense, and/or security organizations. Please indicate whether or not the organization(s) is a U.S.-based organization. Please include total number and articulate nature of the solutions delivered if NOT exact proposed solution. Please note all supporting systems and any business partners involved with those implementation(s).
3. Please provide total number of installations of proposed solution and/or related solutions, as well as the number of installations that are still in use (i.e., installed 5 years ago and still in use vs. installed 5 years ago but no longer in use), for law enforcement, intelligence, defense, and/or security organizations. Please indicate whether or not the organization(s) is a U.S.-based organization. Please differential between proposed and related solutions.
4. Please describe any third-party relationships or dependencies that would be relied upon for the solution described in response to this RFP.
5. Please describe the implementation team. How many individuals will be involved in the delivery and implementation of the solution (i.e., from installation to operation to advanced user training)? What are their backgrounds? What certifications are held?
6. Where will the technical support resources for this implementation of the solution be physically located? Does the proposer have support abilities that operate within the U.S. Eastern Time Zone?

7. Please describe how the company ensures the proposed solution maintains pace with both policy and configuration changes applied by open source and social media platforms?
8. Please describe how the company continues to innovate and update the proposed solution, to continue to provide value to system operators, in response to dynamic changes in technology, capability, availability of data (and nuances to volume, variety and velocity), tradecraft applied by criminals, and the threat environment?

B. Delivery and Implementation of Proposed Solution

1. Please describe the project management and implementation process approach. How does the proposer manage the implementation of projects like this? How long will the implementation of the proposed solution take? Please provide details of estimated timelines for each phase of the project (i.e., discovery, initiation, planning, execution & control, closure, evaluation; installation, configuration, testing, training, initial solution operation by operators [hand-off], independent operation by operators [optimal proficiency of operators]).
2. Will the implementation team require access to onsite networks and/or data facilities? Will secure, remote access to the onsite network be required?
3. Please describe the hardware requirements, if any, necessary for operating the solution in the optimal manner? Please include detailed specs of specific types of recommended equipment, as well as options for top 3 (max) recommended configurations (if only 1 option exists, please provide only this option).
4. Please describe the software requirements for operating the solution in the optimal manner (e.g., 3rd party software)? Please include all dependencies and detailed specs for browser types, version numbers, etc.
5. Please describe any cloud-based solutions required for operating the solution in the optimal manner, as well as options for top 3 (max) recommended solutions.
6. Please describe all services that will be provided by the proposer to securely connect the user of the solution to both at rest and streaming real-time open source and social media data via the solutions various tools and interfaces (e.g., social media "firehose", servers, secure browsers, SSL and/or TLS protocols, communications protocols, etc.).
7. What are the anticipated maintenance requirements, incumbent upon the purchaser (BPD/BRIC), for all 3rd party hardware, software and services over the next ten years, for optimal performance of the solution (e.g., Will server licenses need to be upgraded at a pace consistent with the manufacturer in order to run the solution in an optimal manner through its life cycle of updates/upgrades? Is this the intention of the solution provider?).
8. What types of training will be required for optimal performance of solution? Is there separate training requirements for administrators, basic users, mid-level

users and advanced users? How will the proposer facilitate this training (e.g., onsite training, instructor-led web-based training, on-demand web-based training)?

9. Please describe the overall user interface and user experience of working with the proposed solution.

C. Collection:

1. Describe the technical method by which the solution will query data on the surface web, deep web, and dark web.
2. Please describe if and how the solution will incorporate machine learning, natural language processing, semantics, and related techniques into its query tools?
3. Please describe how the solution will allow for executing programming languages to facilitate queries calling external resources?
4. Please describe how the solution will handle alerting users to new content that meets their query parameters?
5. Please describe the technical method by which the solution will save select data from the surface web, deep web, and dark web.
6. Please describe how the solution will ensure a secure and anonymous environment for executing queries and saving select data?
7. Please describe if the solution will be scalable to allow for increasing volume of content over time, particularly as queries gain complexity, and both frequency and overlap of use (simultaneous use) expand? How will the ability to save/export select content be affected?

D. Analysis

1. Where does data analysis occur: Please describe the platform(s) and methodology(s) used for processing and analyzing data. Does the solution harness streaming processing and/or complex event processing to enable the analysis of data in motion; aggregation of data in memory and use of "live data marts"; hosted, virtual or local data storage and indexing, and subsequent processing by queries and analytic tools native to the solution and/or owned by the operator, etc.?
2. Please describe how the solution will handle entity extraction to enhance natural language processing techniques? How will the user explore and analyze those distinct entities?
3. Does the solution use a lexicon-based sentiment engine? If so, what languages are included in the lexicon? Is the lexicon customizable to the user's areas of interest? Are tools provided to filter between positive and negative words in order to screen for false positives?

4. Will the solution include options to seamlessly integrate COTS language translation services software?
5. Please describe how the solution will allow users the ability to implement and adjust a threat model for use in querying and analyzing prioritized content. Is this driven by pre-configured engineering and subsequently “tuned” by experts within the company, configured by local administrators of the solution, configured by users of the solution, some combination of the three? Please explain.
6. Please describe the embedded visual data analysis features of the proposed solution, to include link/network charts, timelines, trend analyzers, graphs, etc. and the interaction between such analytic tools and both historic and live content.
7. Please describe how the solution facilitates relationship analysis between two or more web identities showing common shared attributes, as well as communication frequencies between them.
8. Please describe if and how the solution categorizes web entities according to types, based on their activity, the attention their comments received, their number of followers and the number they follow, among other factors.
9. How will the solution facilitate the identification and unification of disparate online entities, presenting the user with a complete picture of the identity?
10. In what file formats can the solution import/export content for use within 3rd party COTS analytic solutions?
11. Please describe the capabilities of the solution involved in producing information products and reports for export to non-users of the system?

E. Investigative

1. Please describe how the solution will handle the concept of a “case file”?
2. Please describe how the solution facilitates the retention of content for evidentiary purposes?
3. Please describe how the solution will facilitate the maintenance of virtual identities?
4. Please describe how the solution will ensure these virtual identities are managed securely and anonymously?
5. How will the solution facilitate security and anonymity for accessing, browsing, analyzing and investigating content within the Dark Web?

F. GeoSpatial

1. What GIS basemap vendor(s) will the geospatial pieces of the solution use?
2. Please describe how the solution will facilitate the import and export of geospatially enabled data sets for re-use in other GIS software currently in use at the BPD/BRIC? Can BPD/BRIC managed data layers be imported into the system for georeferencing and additional geospatial analysis capabilities?

3. Please describe how the system will handle the geo-inferencing process for content? How does it visually differentiate between geo-inferenced and geo-located content?

G. Administrative

1. Please describe the capabilities the solution will provide to facilitate the retention management process for saved content?
2. What types of user authentication mechanisms will the solution support?
3. How does the solution handle role-based access controls?
4. What audit mechanisms exist and how are they used by administrators?
5. What tools are included to alert administrators to system errors, failures, etc. and to monitor system performance?

SECTION

NINE

SECTION 9

Submittal Requirements

Vendors must follow the requirements set forth below. Any material deviation from these requirements may be cause for rejection of the proposal, as determined at the City of Boston Police Department's sole discretion. The content and sequence of each proposal must be as follows and in this order, separated into easily identifiable sections.

Cover Letter

A cover letter describing the Vendor and including all of the following:

1. The official business name of the Vendor.
2. The Vendor's organizational structure (e.g. Corporation, partnership, limited liability company, etc.)
3. The jurisdiction in which the Vendor is organized and the date of such organization.
4. The Vendor's Federal Tax Identification Number.
5. The signature of the individual authorized to bind the Vendor to this contract.
6. A representation that the Vendor is in good standing in the Commonwealth of Massachusetts and has all necessary licenses, permits, approvals and authorizations necessary in order to perform all of the Vendor's obligations in connection with this RFP and the Final Agreement.
7. An acceptance of all conditions and requirements contained in this RFP.

Executive Summary

A brief summation of the highlights of the proposal and the overall benefits of the proposal to the City. This summation will include a discussion of any and all methodologies or approaches. The summation should be easily understood and should include a commitment to provide the goods and services for an amount not to exceed \$1,392,669.00

System Proposal

A document containing detailed specification of the good and services (hardware, software, services, etc.) the Vendor will be offering to the City, including responses to Section 7, subsection A. This should include a depiction of the proposed system

architecture, screen captures, and other diagrams used to illustrate how the solution will meet the overall goals of this proposal.

Technical Description

Complete description of equipment and materials to be provided and services to be performed including responses to Section 7, subsection B. The proposer must provide a brief description of how, technically, the solution performs the 5 Summary Requirements detailed in Section 7. Subsection B. Additionally, when responding to Section 7, subsection B, please 1.) provide a reference sheet, in tabular format, that lists the requirement numbers, 2.) include an answer of "YES" or "NO" in a separate cell beside the requirement number, and 3.) include a minimal level of detail (1-2 sentence maximum) to further qualify the extent to which you can meet the requirement *partially* or in its *entirety* in a cell beside the Yes or No answer.

Implementation Plan

A plan for implementing the proposed solution including installation, configuration, and training staff in the Metro Boston Homeland Security Region in the operation of the solution. Please include milestones and associated deadline dates for different aspects of the implementation, ensuring it will be completed prior to the end of the contract period. The Implementation Plan should also include reference to whether each piece will require on site or remote engagement by the proposer.

Price Proposal

The Price Proposal must provide the level of detailed requested on the form provided and must be signed by an authorized official of the proposer. **This section is to be submitted with the Price Proposal only. Under no circumstances shall any price information be included in the System Proposal and Technical Description. The inclusion of any price information in the Technical Description or System Proposal will result in the immediate disqualification of the RFP response.**

Qualifications and Experience

A description of the capabilities of the Vendor that pertain to this RFP. This description should include a detailed summary of the Vendor's experience, to include the answers to all questions posted in Section 8 subsection A. Company, and subsection B. Delivery and Implementation of Proposed Solution.

Financial Statements

Proposer must provide copies of two most recent audited or reviewed financial statements, completed by an accredited CPA firm. Financial statements must have been reviewed within the past three (3) years. Alternatively, please submit a Dun & Bradstreet report or similar financial report that provides the City with sufficient information to evaluate the financial strength of the company.

Training Plan

A plan for training of Department and authorized employees within the MBHSR in the operation of equipment and services contained in the RFP. Please differentiate between types of users (based on proficiency, type of use, access to specific modules, tools or components of the proposed solution; as well as basic-, standard-, power-user and administrators).

Specification Sheet

Proposer shall provide materials showing a visual of the user interface for each major component of the system. This may include descriptive brochures and specification sheets for all equipment and materials required under this RFP.

References

References provided by the Vendor will be used to determine whether vendor's performance on similar contracts has been satisfactory.

- Vendor will provide references and contact information for a minimum three- (3) currently active commercial/ government jurisdictions (any size).
- One of the three references should include an installation in a jurisdiction in similar or larger population size to Boston.
- Two of the three references should also have a system that is currently operational for least two (2) years.

Insurance Requirements

The successful proposer shall take out and maintain during the term of the contract the following insurance. Submit insurance certificates indicating general liability and workman's compensation. An **ORIGINAL, CURRENT INSURANCE CERTIFICATE(S)** is required which names the City of Boston as the Certificate holder except Workers' Compensation and Employer's Liability. Your contract cannot be processed until this form is submitted.

- 1) such Workman's Compensation insurance as may be reasonably necessary and required to protect the Contractor from claims under General Laws Chapter 152 (the Worker's Compensation Law)
- (2) such public liability and property damage insurance as shall name the City of Boston as a Certificate Holder and protect the Contractor and any subcontractor performing work covered by his contract from claims for personal injury, including wrongful death, as well as from claims for property damage, which may arise from operations under the contract, whether such operations by himself or by any subcontractor or by anyone directly or indirectly employed by either of them at, and/or away from, the Contractor's place of business and the amounts of insurance shall be as follows:
 - (a) public liability insurance in any amount not less than One Hundred Thousand Dollars (\$100,000.00) for injuries including wrongful death, to any person, and, subject to the same limit for each person, in an amount not less than Three Hundred Thousand Dollars (\$300,000.00) on account of one accident; and
 - (b) property damage insurance in an amount not less than Fifty Thousand Dollars (\$50,000.00) for damages on account of any one accident and an amount not less than One Hundred Thousand Dollars (\$100,000.00) for damages on account of all accidents.

City of Boston Procurement Forms

In accordance with the provisions of the City of Boston, vendors entering into a contract with the City of Boston must review and complete the enclosed City forms located in Section 14 (Contract Documents).

SECTION

TEN

SECTION 10

METHODOLOGY FOR EVALUATING PROPOSALS

A. Overview and Instructions

Proposals will be evaluated based upon three major criteria:

1. Minimum Evaluation Criteria;
2. Comparative Evaluation Criteria; and
3. Best Price

Proposers shall respond to Section 11 entitled "Minimum Evaluation Criteria" and shall submit their responses ("Yes" or "No") as part of the proposal. If a proposer does not meet all of the minimum criteria, no further consideration of the proposal will be made by the Department.

The Comparative Evaluation Criteria, Section 12, identifies the criteria to be used by the Department's evaluation committee to assess and determine the qualifications, ability, reputation and experience of each proposer. (This section does not allow for responses).

As part of the Comparative Evaluation Criteria, each proposer will be required to present a functionality demonstration. Demonstrations must be live interactions with existing products/services proposed as the solution for this RFP. Demonstrations will be no longer than ninety (90) minutes. Demonstrations will be held at the following address:

Boston Police Headquarters
1st Floor Media Room
One Schroeder Plaza
Boston, MA 02120

Demonstrations will be scheduled on Tuesday, November 15, 2016, Wednesday, November 16, 2016 and Thursday, November 17, 2016 between the hours of 9:00AM to 5:00PM.

B. Minimum Evaluation Criteria:

Minimum evaluation criteria reflect those standards or attributes, which the Department considers essential to the satisfactory performance of the Contract. The City of Boston Police Department will use the minimum criteria to identify responsive proposals (those that offer all of the supplies or services requested in this RFP and contain properly completed and submitted information and forms required) and responsible proposers (those with the capability, integrity, and reliability to perform under the Contract). All proposers meeting the minimum evaluation criteria will be considered and compared on the basis of the comparative evaluation criteria.

C. Comparative Evaluation Criteria:

Evaluation of proposals will be based on information provided in the proposals and obtained presentations and/or product demonstrations, from calls to proposers' professional references and from other generally available and verifiable information.

The Department will apply comparative evaluation criteria in deciding which proposals to select from among those that meet the minimum evaluation criteria. A rating of "Highly Advantageous," "Advantageous," or "Not Advantageous" will be assigned to each criterion (of each proposal) by the evaluation committee. Such a rating will be assigned on the basis of all information and documentation received.

The sources of information necessary to comparatively evaluate each proposer will include the following:

1. The proposer's response to Section 7, entitled "Scope of Services";
2. The proposer's response to Section 8, entitled "Plan of Services";
3. The proposer's response to Section 3, entitled "Profile of Proposer";
4. The proposer's response to Section 9, entitled "Submittal Requirements";
5. The inclusiveness, quality and innovativeness of the proposer's proposal;
6. The proposer's on-site demonstration of the proposed solution;
7. An investigation of the proposer's professional references;
8. All other information available to the Department to verify the proposal information.

D. Best Price Criteria:

Best Price will be determined by the ability of the Proposer to meet all aspects of the City of Boston Police Department's requirements.

SECTION

ELEVEN

SECTION 11

Minimum Evaluation Criteria

All proposers meeting the minimum evaluation criteria will be considered and compared on the basis of the comparative evaluation criteria.

The minimum criteria shall be in the form of Yes or No standards, which the Department will apply to every proposal. If the proposer submits an answer "yes" to each of the questions, the proposal remains under consideration. If the proposer submits an answer "no" the proposal is eliminated from further consideration.

Proposers are cautioned to submit honest and accurate answers. If a proposer's response to this section is falsified, the proposal shall be rejected.

The following Minimum Evaluation Criteria shall delineate the minimum or quantifying level of service delivery that is required and are mandatory. Please check the appropriate column to indicate your commitment to meet each. You must check YES to each statement in order for your proposal to receive consideration. Complete the following:

12.1 Does the proposal being submitted fundamentally provide capabilities that meet all five (5) Summary Requirements of Section 7 (subsections B.1, B.2, B.3., B.4, and B.5).

YES NO

12.2 Is this proposal being submitted in accordance with the instructions of Section 2, entitled "General Notice to Proposers," with special reference to filing deadlines?

YES NO

12.3 Has the Proposer submitted separate, sealed Price Proposal and Non-Price Proposal?

YES NO

12.4 Has an authorized representative of the proposer completed and signed each of the standard contract forms included as part of Section 14, entitled "Contract Documents"?

YES NO

12.5 Is the proposal responsive and responsible as described and defined in Section 6-P, entitled "Responsible and Responsive Proposers"?

YES NO

12.6 Has the proposer responded to and submitted all forms and answered all questionnaires required in this RFP?

YES NO

12.7 Has the proposer included as part of the proposal a list of three or more professional references (or previous Contracts awarded) with contact names, phone numbers, addresses, description installation, as required in Section 9, entitled "Submittal Requirements"?

YES NO

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

YES NO

12.9 Are all copies exact duplicates of the originals?

YES NO

12.10 Has the vendor submitted a complete description of equipment and materials to be provided and services to be performed?

YES NO

Signed: _____
(Authorized Representative of Proposer)

Date: _____

SECTION

TWELVE

SECTION 12 COMPARATIVE EVALUATION CRITERIA

Should a proposer meet all of the minimum criteria, the proposer's proposal will be compared on the following comparative criteria based on responsive documentation and functionality demonstration:

Criterion I: Proposed Solution

Not Advantageous: The proposed solution does not meet the majority of the technical requirements outlined in the RFP, and provides minimal responses to the questions posed by the City. The proposed solution is unable to meet any of the 5 Summary Requirements in Section 7 in a satisfactory manner.

Advantageous: The proposed solution meets the majority of the technical requirements outlined in the RFP and provides complete responses to the majority of questions posed by the City. The proposed solution meets some but not all of the 5 Summary Requirements in Section 7 in a satisfactory manner.

Highly Advantageous: The proposed solution meets or exceeds the technical requirements outlined in the RFP and provides comprehensive responses to each question posed by the City. The proposed solution meets some all of the 5 Summary Requirements in Section 7 in a satisfactory manner.

Criterion II: Plan of Services

Not Advantageous: The responses provided to Section 8 and 9 that detail the technical methodologies through which the proposer will meet the requirements of the RFP are incomplete and unsatisfactory.

Advantageous: The responses provided to Section 8 and 9 that detail the technical methodologies through which the proposer will meet the requirements of the RFP are relatively complete, however the methodologies used are not viewed as completely satisfactory.

Highly Advantageous: The responses provided to Section 8 and 9 that detail the technical methodologies through which the proposer will meet the requirements of the RFP are complete and the methodologies used are viewed as completely satisfactory.

Criterion III: Implementation Plan and Services

Not Advantageous: The implementation plan is not detailed, does not provide a proposed schedule or milestones, or the proposed project schedule or milestones do not contain enough information to adequately evaluate their viability.

Advantageous: The implementation plan is detailed and includes a project schedule and milestones document with sufficient information to evaluate its viability. The plan allows for a prompt ramp up to implementation, and satisfactory implementation milestones.

Highly Advantageous: The implementation plan includes a comprehensive and highly detailed proposed statement of work. The milestones for the plan are advantageous to the project's overall implementation and delivery.

Criterion IV: Demonstration of Solution

Not Advantageous: The demonstrated solution does not meet the majority of the technical requirements outlined in the RFP, and the GUI is not intuitive and easy to navigate. The demonstration shows the solution is unable to meet any of the 5 Summary Requirements in Section 7 in a satisfactory manner. The demonstration shows the solution is unable to process live data queries in a timely, satisfactory manner.

Advantageous: The demonstrated solution meets the majority of the technical requirements outlined in the RFP, and the GUI is somewhat intuitive and easy to navigate. The demonstration shows the solution is able to meet some but not all of the 5 Summary Requirements in Section 7 in a satisfactory manner. The demonstration shows the solution is able to process live data queries, however not in a timely or satisfactory manner.

Highly Advantageous: The demonstrated solution meets the all of the technical requirements outlined in the RFP, and the GUI is intuitive and easy to navigate. The demonstration shows the solution is able to meet all of the 5 Summary Requirements in Section 7 in a satisfactory manner. The demonstration shows the solution is able to process live data queries in a timely or satisfactory manner.

Criterion V: References.

Not Advantageous: At least one reference suggests the proposer's inability to successfully implement the proposed solution, an unsatisfactory review, or a reference that is not relevant to this RFP.

Advantageous: All references suggest the proposer's ability to successfully provide the required equipment and services, a satisfactory professional reputation and referenced solutions are somewhat relevant to this RFP.

Highly Advantageous: All references are excellent and suggest the proposer's ability to successfully provide the required equipment and services, a sterling professional reputation and the referenced solutions are very relevant or identical to the proposed solution.

Criterion VI: Experience

Not Advantageous: The proposer possesses less than 3 years experience providing the proposed solution, its installation was for purposes irrelevant to those of this RFP, or past solutions were provided only to non-law enforcement, non-intelligence, non-defense or non-security organizations.

Advantageous: The proposer has more than 3 but less than 5 years experience providing the proposed solution, which has included at least one solution implemented in a law enforcement, intelligence, defense or security organization.

Highly Advantageous: The proposer has over 5 years experience providing the proposed solution, and past solutions have been provided to more than three law enforcement, intelligence, defense or security organizations.

Criterion VII: Clarity and Completeness of Proposer's Response to this RFP.

Not Advantageous: The proposer's response is not well organized, demonstrates a moderate degree of relevant detail (or submits superfluous detail), or does not include appropriate supporting documentation. The Proposal, as a whole, does not address all RFP requirements and does not provide adequate information to evaluate the ability of the vendor to meet the full scope of the RFP.

Advantageous: The proposer's response is clearly written and organized, demonstrates a satisfactory degree of relevant detail and appropriate supporting documentation. The proposal, as a whole, addresses the RFP requirements, and

provides responses to almost all of the information requested. The proposal provides tabbed or labeled access to different sections

Highly Advantageous: The proposer's response is clearly written and superbly organized, demonstrates the highest degree of relevant detail and appropriate supporting documentation. The proposal, as a whole, addresses all RFP requirements and provides complete and comprehensive responses to all information requested. Electronic and hard-copy versions are easy to navigate and intuitive.

SECTION

THIRTEEN

**SECTION 13
PRICE PROPOSAL**

Overview:

The price proposal must be submitted in a separately sealed envelope from the Technical Non-Price proposal as described in Section 2 of this RFP.

Please complete the following and submit this document as component A of the price proposal.

Description	Cost
Integration / Configuration Services	\$
Software	\$
Hardware	\$
Data Services	\$
Training	\$
Maintenance/Support (Note if ongoing cost annually)	\$
Other Costs (Attach detailed breakdown to Price Proposal)	\$
Total System Cost	\$ *

Do not alter the structure of this document. Please complete the Price Proposal only in the spaces available. A proposer's deviation from the original format of this document may result in disqualification.

AUTHORIZED SIGNATURE: _____

SECTION

FOURTEEN

SECTION 14 CONTRACT DOCUMENTS

The proposer must have an authorized representative of its business complete and sign the following contract documents (attached hereto and incorporated herein by reference):

Form CM-10 and 11 (Standard Contract and General Conditions)

Form CM-09 (Contractor Certification Form)

Form CM-06 (Certificate of Authority) if business is a corporation

Note: If business is not a corporation, then the proposer must submit with this RFP a cover letter authorizing a representative of the business to sign all documents and enter into contract agreements on behalf of the business.

Form CM15A (Criminal Offender Record Information (CORI) Compliance Document)

Form CM16 Wage Theft

Living Wage Form

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 acquiring technology and services of social media threats,
(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:

acquiring technology and services of social medial threats,

in accordance with the terms of the accompanying contract documents.

- B. The Contractor is a/an:

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

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

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

Corporation is incorporated in the State of _____

President is _____

Treasurer is _____

Place of business is _____

(Street)

(City, State and Zip Code)

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

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

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

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

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

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

*If individual, use Social Security Number _____

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

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

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

Contractor: _____

By: _____
(Sign Here)

Title: _____

Business Address: _____
(Street)

(City, State and Zip Code)

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

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

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

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

(PUB AUG 2015)

CM FORM 15A

CORI COMPLIANCE

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

CERTIFICATION

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

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

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

Signature

(Name of Business)

NOTE:

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

Instructions for Completing CM Form 15B:

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

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

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

CM FORM 15B

CORI COMPLIANCE STANDARDS

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

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

APPROVED AS TO FORM BY CORPORATION COUNSEL JUNE 2014

(PUB June 2014)



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 (FTE) who has been awarded a Service Contract of \$25,000 or more from the City of Boston must comply with the provisions of the Boston Jobs and Living Wage Ordinance. FTE is defined in the Ordinance as a formula to calculate the number of employee work hours which equal one full-time position. For the purposes of this Ordinance, full time shall mean the standard number of working hours, between 35 hours and 40 hours per week that is used by the Covered Vendor to determine full-time employment.
- 2. COVERED SUBCONTRACTOR:** Any Subcontractor who is awarded a Subcontract of \$25,000 or more from a Covered Vendor and the Subcontract is paid from the funds of the City of Boston service contract, must comply with the provisions of the Boston Jobs and Living Wage Ordinance.
- 3. AFFIDAVIT AND AGREEMENT REQUIRED:** All vendors proceeding with IFBs, RFPs or Unadvertised Contracts for \$25,000 or more, must file a **VENDORS LIVING WAGE AFFIDAVIT**, (Form LW-8), and the **COVERED VENDORS LIVING WAGE AGREEMENT**, (Form LW-2) at the time a Covered Vendor is awarded a Service Contract or signs an unadvertised Service Contract with the City of Boston.
- 4. PAYMENT OF LIVING WAGE:** Covered Vendors subject to the Ordinance must pay the *Living Wage*, which is currently \$14.11 per hour to all employees who expend time on a Service Contract of a Covered Vendor or Covered Subcontractor. The *Living Wage* is subject to an annual adjustment and will increase to \$14.23 on July 1, 2016.
- 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 Biennial 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 biennially.
9. **IMPORTANT TAX INFORMATION/EARNED INCOME CREDIT:** Certain employees who earn less than \$54,000 per year may be eligible for certain federal and/or state tax credits called the **EARNED INCOME CREDIT**. Your payroll clerk is required to keep on hand the appropriate Internal Revenue Service forms, (Federal Form W5), information and instructions in the event any of your employees requests assistance in this matter.
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 and Covered Subcontractors who are awarded a contract shall sign a First Source Hiring Agreement (Form LW-10) with one or more Referral Agencies or One Stop Career Centers.
12. **DESIGNATED DEPARTMENT:** For the purposes of the Ordinance, The Living Wage Division of the Office of Workforce Development is the City's Designated Department responsible for overall implementation, compliance and enforcement. The *Contracting Department* is the agency awarding the service contract. The Living Wage Division is located at 43 Hawkins Street, Boston, MA 02114, telephone: (617) 918-5236 or fax: (617) 918-5299. Any questions concerning the Ordinance, Regulations, or the current *Living Wage* amount, should be referred to the Living Wage Division.
13. **REGULATIONS:** The Jobs and Living Wage Regulations are available during normal business hours at the Office of the Living Wage Division.



CITY OF BOSTON JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION • (617) 918-5236

COVERED VENDORS LIVING WAGE AGREEMENT

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

Part 1: Covered Vendor (or Subcontractor) Information:

Name of Vendor: _____

Local Contact Person: _____

Address _____
Street City Zip

Telephone #: _____ Fax #: _____

E-Mail: _____

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

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

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

JOB TITLE	< \$14.23 p/h	\$14.23 p/h- \$15.00 p/h	\$15.01 p/h- \$20.00 p/h	> \$20.01 p/h

B. Total number of Covered Employees: _____

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

D. Number of Covered Employees who are minorities: _____

E. Number of Covered Employees who are women: _____

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

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

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

Describe the potential for advancement and raises for Covered Employees:

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

Part 5: Service Contracts:

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

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

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

IMPORTANT: Please print in ink or type all required information. Assistance in completing this Form may be obtained by calling, The Living Wage Administrator, The Living Wage Division of the Office Of Workforce Development, telephone: (617) 918-5236 or your Contracting Department.

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

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

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

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

Signature

Date

Position with Covered Vendor



CITY OF BOSTON JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION • (617) 918-5236

VENDORS LIVING WAGE AFFIDAVIT

Any for-profit or any not-for-profit Vendor who employs at least 25 full-time equivalents (FTE) who has been awarded a Service Contract of \$25,000 or more from the City of Boston must comply with the provisions of the Boston Jobs And Living Wage Ordinance which requires any such Vendors to pay at least the **Living Wage which is \$14.23 per hour** to any employee who directly expends his or her time on the services set out in the contract. All Subcontractors whose subcontracts are at least \$25,000 are also required to pay the Living Wage.

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

WARNING: No Service Contract will be executed until this Affidavit is completed, signed and submitted to the Contracting Department

IMPORTANT: Please print in ink or type all required information. Assistance in completing this Form may be obtained by calling or visiting, The Living Wage Administrator, The Living Wage Division of the Office Of Workforce Development, telephone: (617) 918-5236, facsimile: (617) 918-5299, or your Contracting Department.

Part 1: VENDOR INFORMATION:

Name of Vendor: _____

Contact Person: _____

Address _____
Street City Zip

Telephone #: _____ Fax #: _____

E-Mail: _____

Part 2: CONTRACT INFORMATION:

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

Contracting Department: _____

Start Date of Contract: _____ End Date of Contract: _____

Length of Contract: ☐ 1 year ☐ 2 years ☐ 3 years ☐ Other: _____ (years)

PART 3: ADDITIONAL INFORMATION

Please answer the following questions regarding your company or organization:

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

☐

For Profit

☐

Not For Profit

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

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

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

☐

Yes

☐

No

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

PART 4: EXEMPTION FROM BOSTON JOBS AND LIVING WAGE ORDINANCE

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

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

☐

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

☐

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

☐

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

☐

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

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

PART 5. GENERAL WAIVER REASON(S)

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

☐
☐

Service Contract
Subcontract

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

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

GENERAL WAIVER ATTACHMENTS:

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

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

PART 6: VENDOR AFFIDAVIT:

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

Signed under the pains and penalties of perjury.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

TITLE: _____

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>

Massachusetts Wage & Hour Laws

MINIMUM WAGE \$9.00

Effective January 1, 2015

M.G.L. chapter 151, sections 1 and 2

Effective January 1, 2016, the minimum wage will be \$10.00.

Effective January 1, 2017, the minimum wage will be \$11.00.

The minimum wage law applies to all employees except those being rehabilitated or trained in charitable, educational, or religious institutions; members of religious orders; agricultural, horticultural, and horticultural workers; those in professional services; and outside salespersons not reporting to or visiting their office daily. For further information regarding the Massachusetts state minimum wage, contact the Massachusetts Department of Labor Standards at (617) 626-6975 or visit www.mass.gov/dola.

Wait staff, service employees and service bartenders may be paid the service rate of \$3.00 per hour if they regularly receive tips of more than \$20 a month, and if their average hourly tips, when added to the service rate, are equal to or exceed the basic minimum wage. M.G.L. chapter 151, section 7. The service rate will increase to \$3.35 on January 1, 2016, and to \$3.75 on January 1, 2017.

Agricultural employees may be paid \$8.00 per hour. M.G.L. chapter 151, section 2A. A higher rate may apply under federal law. For more information, contact the U.S. Department of Labor at (617) 624-6700 or visit www.dol.gov/whd.

PAYMENT OF WAGES

M.G.L. chapter 149, section 14B

Wages (payment for all hours worked, including time earned vacation pay, holiday pay, and definitely determined and due commissions) must be paid within the following time periods:

- If employed for five or six days in a calendar week, within six days of the end of the pay period during which the wages were earned.
- If employed seven days in a calendar week, within seven days of the end of the pay period during which the wages were earned.
- An employee who has worked for a period of less than five days (also known as a casual employee) within ten days of the end of the period.
- An employee who resigns his or her employment must be paid in full on the following regular pay day, or in the absence of a regular pay day, no later than the following Saturday. An employee involuntarily terminated from employment or laid off must be paid in full on the day of discharge.

Employers who are paid on an hourly basis must be paid weekly or bi-weekly.

Employers may not make agreements with employees to be paid in another manner.

Employers must give each employee a pay statement setting forth the name of the employer, name of employee, date of check (including the day, month and year), number of hours worked during the pay period, hourly rate, and all deductions or increases made during the pay period. This statement must be provided with each payment of wages.

Deductions: No deduction, other than those required or allowed by law or specifically requested by an employee and for the employee's sole benefit shall be made.

TIPS

M.G.L. chapter 149, section 52A

Tip pooling in which tips are distributed to any person not a wait staff, service employee or service bartender is prohibited.

Total proceeds of a tip or service charge contained in a bill must be retained only to wait staff, service employees, service bartenders in proportion to the service provided by those employees.

Under no circumstances may management employees or owners receive any portion of their employees' tips.

MEAL BREAKS

M.G.L. chapter 149, sections 100 and 101

Employees who work a period of more than six hours are entitled to a 30-minute meal break. Employees must be relieved of all duties during the meal break.

Compensation for the 30-minute meal break must be paid if the employee has voluntarily agreed to waive his or her meal break by (1) working through his or her meal break, or (2) agreeing to remain on premises during the meal break.

This law does not apply to iron works, glass works, paper mills, letterpress establishments, print works, bleaching works or dyeing works. Exemptions may be granted for other continuous processes in factories, workshops or mechanical establishments, or under other special circumstances.

TRAVEL TIME

455 CMR 2.03(4)

Ordinary travel between home and work is not compensable working time. However, if an employee who regularly works at a fixed location is required, for the convenience of the employer, to report to a location other than his or her regular work site, this employee shall be compensated for all travel time in excess of his or her ordinary travel time between home and work. An employee required or directed to travel from one place to another after the beginning of, or before the close of, his work day shall be compensated for all travel time.

REPORTING PAY

455 CMR 2.03(1)

When an employee who is scheduled to work three or more hours reports for duty at the time set by the employer, and that employee is not provided with the expected hours of work, the employer shall be paid for at least three hours on such day or no less than the basic minimum wage. This provision shall not apply to organizations granted status as charitable organizations under the Internal Revenue Code.

FAIR LABOR HOTLINES

Monday through Friday, 9:00 a.m. to 5:00 p.m.

Boston: (617) 727-3465

New Bedford: (508) 990-9700

Springfield: (413) 784-1240

Worcester: (508) 792-7600

Fair Labor Division • One Ashburton Place • Boston, MA 02108

(617) 727-2200 • (617) 727-4765 TTY

www.mass.gov/ago • www.laborlaydown.com • www.mass.gov/ago/youthemployment

Office of the Massachusetts Attorney General

CHILD LABOR

Employment permits are required for minors under age 18. Employment permits must be issued for and maintained at the site where the minor is working. Employment permits are issued by the superintendent of schools in the city or town where the minor attends school or lives. For information on obtaining an employment permit, please contact the Department of Labor Standards at (617) 626-6975 or visit www.mass.gov/dola.

14-15-Year-Old Minors

14-15-Year-Old minors may NOT be employed:

- during school hours EXCEPT as provided in approved work experience and career exploration programs;
- between 7:00 p.m. and 7:00 a.m. EXCEPT from July 1 through Labor Day, when they may work until 9:00 p.m.;
- more than 3 hours per day during school weeks, or more than 8 hours per day during weeks when school is not in session;
- more than 18 hours per week EXCEPT in approved work experience and career exploration programs, in which case, they may work 23 hours per week;
- more than 40 hours per week when school is not in session; more than 6 days per week.

*The Federal Fair Labor Standards Act, enforced by the U.S. Department of Labor, also restricts the employment of minors. This list combines the most restrictive of state and federal time and hour requirements.

HAZARDOUS OCCUPATION RESTRICTIONS**

Minors 14-15 years of age are prohibited from certain occupations, industries, and tasks. For example, 14-15 year old minors may not work in or around manufacturing facilities or factories, mechanical establishments where machinery is used, on construction sites, in garages or tunnels. Minors 16-17 years of age are prohibited from certain occupations, industries and tasks. For example, they may not drive a motor vehicle or forklift on the job or work 30 feet or more off the ground. All minors are prohibited from working any job requiring the possession or use of a firearm.

**This is not an exhaustive list. For a complete list of prohibited occupations for minors 14-15 and 16-17 years of age, please contact the Fair Labor Division of the Attorney General's Office at (617) 727-3465 or visit www.mass.gov/agoyouthemployment, or the U.S. Department of Labor at (617) 624-6700 or visit www.dol.gov.

SUPERVISION REQUIREMENTS

After 8:00 p.m., all minors must have the direct and immediate supervision of an adult supervisor who is located in the workplace and is reasonably accessible to the minor, unless the minor works at a kiosk, cart or stand in the common area of an enclosed shopping mall that has security from 8:00 p.m. until the mall is closed to the public.

OVERTIME

Employees must be paid at least one and one-half times their regular hourly rate of pay for all hours worked in excess of 40 per week. The overtime rate for employees who receive the service rate must be calculated based upon the basic minimum wage. Certain categories of employment and workplaces are exempt from the state overtime requirement, including:

- as a janitor or caretaker of residential property, who when furnished with living quarters is paid a wage of not less than \$30 per week
- as a golf caddy, newsboy or child actor or performer
- as a bona fide executive, administrator, professional person or a qualified trainee for such position earning more than \$80 per week
- as an outside salesman or outside buyer
- as a learner, apprentice or handicapped person under a special license as provided in section nine
- as a fisherman or as a person employed in the catching or taking of any kind of fish, shellfish or other aquatic forms of animal and vegetable life
- as a switchboard operator in a public telephone exchange
- as a driver or helper on a truck with respect to whom the Interstate Commerce Commission has power to establish qualifications and maximum hours of service
- by a common carrier of passengers by motor vehicle

*Note that some of these occupations may not be exempt under federal law.

- in a business which is operated during a period or accumulated periods not in excess of 120 days in a year, and determined by the Director of the Department of Labor to be seasonal in nature
- as a seaman
- in a hotel, motel, motor court or like establishment
- in a gasoline station
- in a restaurant
- as a garageman, which term shall not include a parking lot attendant
- in a hospital, sanatorium, convalescent or nursing home, infirmary, rest home or charitable home for the aged
- in a nonprofit school or college
- in a summer camp operated by a nonprofit charitable corporation
- as a laborer engaged in agriculture and farming on a farm
- in an amusement park containing a permanent aggregation of amusement devices, games, shows, and other attractions operated during a period or accumulated periods not in excess of 150 days in any one year

M.G.L. chapter 151, section 1A

EMPLOYEE'S RIGHT TO SUE

Employees have the right to bring private lawsuits against their employers on behalf of themselves and other similarly situated employees under the following wage and hour laws: M.G.L. chapter 149, sections 27, 27F, 27H, 33E, 52D, 14B, 148A, 148B, 150, 150C, 152, 152A, 159C, 190 (Eiff. 4/1/2015); and chapter 151, sections 1B, 19 and 20.

Employees who prevail in their lawsuits are entitled to back pay, triple damages, attorneys' fees and litigation costs.

For violations of chapter 149 and chapter 151, section 19, employees must first file a complaint with the Attorney General's Office (and wait 90 days or obtain permission from the Attorney General to proceed with a private lawsuit before the 90-day period has passed) before filing in court. Any lawsuit under these provisions must be filed in court within 3 years after the violation(s).

For violations of chapter 151, sections 1B and 20, employees do not need to file with the Attorney General's Office, but must file in court within 3 years after the violation(s).

INSPECTION OF PAYROLL RECORDS

M.G.L. chapter 151, section 15

Employees have a right to inspect their own payroll records at reasonable times and places. Such records must be kept for 3 years and must include a true and accurate record of the name, address and occupation of the employee, of the amount paid each pay period and of the daily and weekly hours worked by the employee.

SMALL NECESSITIES LEAVE ACT

M.G.L. chapter 149, section 52D

Certain employees are permitted to take a total of 24 hours of unpaid leave during any 12-month period in order to: (1) participate in school activities directly related to the educational advancement of a son or daughter of the employee; (2) accompany the son or daughter of the employee to routine medical or dental appointments; (3) accompany an elderly relative of the employee to routine medical or dental appointments or appointments for other professional services related to the elder's care. Employees are eligible for the 24 hours of leave if (1) their employer has 50 or more employees, (2) they have been employed for at least 12 months by the employer and (3) the employee has worked for at least 1,250 hours for the employer during the previous 12-month period. For more information, visit the Attorney General's Office website at www.mass.gov/ago.

NO RETALIATION

M.G.L. chapter 149, section 148A

M.G.L. chapter 151, section 19

No employee shall be penalized by an employer or in any way discriminated against because he or she has made a complaint or otherwise sought to enforce rights under the wage and hour provisions of chapters 149 and 151.

WORKPLACE NOTICE: This workplace notice is issued in accordance with the provisions of Massachusetts General Laws M.G.L. c. 151, s. 16 and the Code of Massachusetts Regulations 455 CMR 2.06(1), which require that employers post it in a conspicuous location.



STANDARD CONTRACT DOCUMENT

CITY OF BOSTON

(FORM CM 10)

CONTRACT ID:

Contractor Legal Name:	City Department Name:
(and d/b/a):	Boston Police Department
Contractor Address:	Department Head: William B. Evans, Police Commissioner
	Mailing Address:
	Boston Police Department
	BRIC Unit
	1 Schroeder Plaza, Boston, MA 02120
Contractor Vendor ID:	Billing Address (if different):
	Same as above

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

Contract Details

Description/Scope of Services: (Attach supporting documentation)

The undersigned proposes to furnish the specified supplies or services and to perform all work required for acquiring technology and services that support the identification of threats within real-time open source and social media platforms for the Boston Police Department, in accordance with the terms of the contract specifications and all accompanying contract documents.

Begin Date: 12/19/16

End Date: 12/18/17

Rate: \$

Not to Exceed Amount: \$

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

Contract Signatures

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

CITY OF BOSTON

STANDARD CONTRACT GENERAL CONDITIONS

ARTICLE 1 -- DEFINITION OF TERMS:

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

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

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

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

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

ARTICLE 2 -- PERFORMANCE:

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

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

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

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

ARTICLE 3 -- ACCEPTANCE OF GOODS OR SERVICES:

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

ARTICLE 4 -- TIME:

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

ARTICLE 5 -- COMPENSATION:

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

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

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

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

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

ARTICLE 6 -- RELATIONSHIP WITH THE CITY

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

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

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

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

ARTICLE 7 -- ASSUMPTION OF LOSS AND LIABILITY:

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

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

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

ARTICLE 8 -- REMEDIES OF THE CITY:

8.1 If the Contractor provides goods and/or services that do not comply with Contract specifications and requirements as reasonably determined by the Official, the Official may request that the Contractor furnish 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 1V, 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 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.

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.