

**Boston Retirement System
Audit Services**

Boston Retirement System
Office of the Comptroller

**REQUEST FOR PROPOSAL (RFP)
Year End Audit Services**

October 5, 2026

**Boston Retirement System
Audit Services**

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ADVERTISEMENT
BOSTON RETIREMENT SYSTEM
PUBLIC NOTICE

REQUEST FOR PROPOSAL
AUDIT SERVICES

(For information specific to this Proposal, please contact Ellen.McCarthy@boston.gov)

1. Public Notice of Procurement

The Boston Retirement System (“BRS”), hereby requests sealed proposals from certified public accounting firms (“Offerors”) to provide audit services which include, but is not limited to, the auditing of the BRS’ financial statements.

The BRS, acting by its Executive Director (The Official), requests proposals for the services described above, as particularly set forth in the Request for Proposals (RFP), which may be obtained on the Boston Retirement website

<https://www.boston.gov/departments/retirement#request-for-proposals> or by emailing Ellen.McCarthy@boston.gov on or after 9:00am, Boston Time, on Monday, October 5, 2026. The RFP will remain available until the date and time of the opening of proposals, at Noon EDT on October 20, 2026.

The attention of the proposers is directed to the provisions of the RFP and contract documents.

The BRS reserves the right to reject any and all proposals, or any part or parts thereof, and to award a contract as the Official deems it to be in the best interests of the BRS. This contract shall be subject to funding by the Vote of the Boston Retirement Board. The maximum time for acceptance of a proposal and the issuance of a written notification of award shall be ninety (90) days. The award of this contract shall be subject to the approval of the five-member Boston Retirement Board.

Introduction/Proposal Information and Conditions

All proposals shall be submitted in strict conformance with the Request for Proposal (RFP).

Proposals are to be submitted in hard copy and one submission electronically. All proposals must be received no later than Noon EDT on October 20, 2026, in the Office of the Boston Retirement System, Boston City Hall Room 816, attention Ellen McCarthy, Comptroller. The electronic submission should be sent to Ellen.McCarthy@boston.gov.

No submissions will be accepted later than the time and date mentioned above. The RFP contains both price and technical evaluation criteria. Price and technical proposals shall be submitted separately. Under no circumstances shall any pricing information be included as part of any “Technical/Non-Price Proposal.”

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Each proposal submitted through hard-copy paper format must be submitted in two (2) separate sealed envelopes, one containing only Offeror information and marked “TECHNICAL/NON-PRICE PROPOSAL” and the other containing only price information and marked “PRICE PROPOSAL”. Failure to submit separate proposals will result in rejection of the proposal. Please submit one (1) original and five (5) copies of the Proposals to:

Ellen McCarthy
Boston Retirement System
Boston City Hall – Room 816
Boston, Massachusetts 02201

The Official shall reject late proposals. Failure to submit separate sealed price and technical proposals shall result in disqualification of the entire proposal.

The Official shall not open the proposals publicly but shall open the Technical Proposals in the presence of one or more witnesses within twenty-four (24) hours of the above deadline for submission of proposals. The Official may open Price Proposals later and, in any case, shall open the Price Proposals to avoid disclosure to the individuals evaluating the Technical Proposals.

The term of the contract shall be for five (5) years. The Board reserves the right to extend this contract for an additional one (1) or two (2) years without further advertising. The contracts are subject to an annual performance review by the Board and its staff.

Submission of the proposal indicates acceptance by the Offeror of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the BRS and the Offeror selected.

The BRS reserves the right, where it may serve the BRS’s best interest, to request additional information or clarification from Offerors, or to allow corrections of errors or omissions. At the discretion of the BRS, Offerors submitting proposals may be requested to make oral presentations as part of the evaluation process.

The BRS reserves the right to reject any and all proposals, or any part or parts thereof, and to award a contract as the Official deems it to be in the best interests of the BRS. This contract shall be subject to funding by the Vote of the Boston Retirement Board. The maximum time for acceptance of a proposal and the issuance of a written notification of award shall be ninety (90) days. The award of this contract shall be subject to the approval of the five-member Boston Retirement Board.

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2. General Notice to Offerors

2.1 Introduction

The Boston Retirement System (BRS) acting by its Board, requests proposals to provide services, and perform the work as described in the “Scope of Services” attached hereto, in accordance with the terms and conditions in the attached documents. Proposals must be made from a licensed certified public accounting firm to conduct audits for FY2026, FY2027, FY2028, FY2029 and FY2030 with an option to renew these services for an additional one or two years.

The BRS is seeking proposals for providing Audit Services, including but not limited to performing an audit and a report on the BRS financial statements and schedules of employer allocations and pension amounts by employer annually, in conformity with Government Accounting Standards Board (GASB) 67 & 68 throughout the term of the contract.

2.2 Addenda

Any supplemental instructions, amendments, changes to the RFP, or attached documents, shall be in the form of written addenda to this RFP. If issued, such addenda shall be made available on the Boston Retirement System’s web page at www.boston.gov/departments/retirement. Such addenda, if any, will be made available no later than five (5) business days prior to the deadline for the submission of proposals.

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

The BRS seeks one firm to be responsible to perform the services under the contract for the duration of the agreement.

2.3 RFP Questions

All questions as to the interpretation of the RFP must be submitted in writing by October 8, 2026, on or before Noon (12:00 Noon) EDT.

The BRS requires the questions be submitted via e-mail to:

Ellen.McCarthy@boston.gov

Subject: BRS RFP for Audit Services

The BRS will not respond to oral questions or any questions regarding this RFP that are not submitted to the email address above. Only written questions submitted by October 8, 2026, at 12:00 noon will be accepted. Written answers to questions shall be sent to each Offeror who notifies the Board by October 8, 2026, by way of the above email, that they would like to receive responses to all questions submitted by all vendors. The BRS shall not respond to any

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communications which are not submitted in writing as directed above and/or are not submitted by the date and time specified.

Any other communications between the Offeror and an employee of the BRS may cause the Offeror's bid to be rejected. Information gathered from any communication outside of the formal written RFP shall not be binding on the BRS.

2.4 Separate Price and Technical Proposals

Offerors shall submit proposals by delivery of two (2) separate sealed envelopes, one envelope containing **only technical information** with one (1) marked as the Original and five (5) marked as copies of the Technical Proposal with the envelope labeled as "TECHNICAL PROPOSAL," and the other envelope containing **only price information** with one (1) marked as the Original and five (5) marked as copies of the Price Proposal with the envelope labeled as "PRICE PROPOSAL."

Under no circumstance shall any price information be included with a Technical Proposal. The inclusion of Price Proposals in the same envelope or otherwise included in the Technical Proposal may result in the immediate disqualification of the RFP response.

Offerors submit their Proposal by mailing or delivering them to the Official in the manner prescribed below, all Proposals must be received no later than Noon EDT October 20, 2026. NOTE: Technical or Price Proposals or any parts thereof received by the Official after the time and date stated above will be rejected as non-responsive to the RFP. Delivery of proposals to any office, function, or location other than the location specified below will not constitute receipt by the BRS. It is the sole responsibility of Offerors to ensure that Technical and Price Proposals are received at the proper location, prior to the stated deadline. Offerors should plan accordingly for timely delivery. Information submitted separately will not be considered in evaluating the proposal.

Offerors must submit physical copies of Technical and Price Proposals. Please submit with one (1) original and five (5) copies of the original clearly marked. Please deliver or mail paper copies of Proposals to the Official at the following address:

Ellen McCarthy, Comptroller
Boston Retirement System
Boston City Hall – Room 816
Boston, Massachusetts 02201

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Technical Proposal

The Technical Proposal **must** conform to the format, order and content set forth in Section 2.8 of this RFP. The technical proposal shall contain **absolutely no reference to price**.

Price Proposal

The Price Proposal **must** conform to the format, order and content set forth in Section 2.9 of this RFP.

Time for Filing Proposals

Both the price and technical proposals shall be filed before the time and date designated in this RFP.

2.5 Correction, Modification and Withdrawal of Proposals

The Official shall unconditionally accept a proposal without alteration or correction, except as provided in this paragraph. An Offeror may correct, modify, or withdraw a proposal by written notice received in the office designated in the RFP prior to the time and date set for the submission of proposals. If a mistake in the intended proposal is clearly evident on the face of the proposal document, the Official shall correct the mistake to reflect the intended correct proposal and so notify the Offeror in writing, and the Offeror may not withdraw the proposal. An Offeror may withdraw a proposal, if a mistake is clearly evident on the face of the proposal document, but the intended correct proposal is not similarly evident. After the opening of technical proposals, an Offeror may not change the price or any other provision of the proposal in a manner prejudicial to the interests of the BRS or fair competition. The Official shall waive minor informalities or allow the Offeror to correct them.

2.6 Acceptance of the Proposal

The proposal will be firm for sixty (60) calendar days after the deadline for submission of proposals. The submission of a proposal shall constitute agreement on the part of the Offeror that, if the Offeror is given or mailed a notice of acceptance within sixty (60) calendar days of the date set for the opening of technical proposals, the Offeror will, within thirty (30) calendar days of receipt of such notice, or within such additional time as the Official may authorize in writing, deliver to the Official a contract properly executed together with the required documents. If a contract has not been fully executed by the end of said thirty (30) day period, the BRS shall have the option of selecting a different proposal from another Offeror.

The BRS accepts no financial responsibility for costs incurred by any Offeror in responding to this RFP. Supporting technical manuals will be returned at the request of the Offeror. Otherwise, all responses and materials related to this RFP will become the property of the BRS following the contract award.

2.7 Basis for Acceptance/Conflict of Interest

Any proposal made will be accepted only on the basis that the Offeror, by filing its proposal, represents that it is made in good faith without fraud, collusion or connection of any kind with any other Offeror for the same work; that the Offeror is competing solely in its own behalf without connection with, or obligation to, any undisclosed person, firm or corporation; that no other person, firm or corporation has any interest in the contract; that no officer, agent or employee of the BRS is financially interested in the contract; that the Offeror is fully informed in regard to all

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provisions of the contract documents, including, without limitation, the specifications and drawings, if any; the time for performance and the provisions with respect to liquidated damages, bonds and insurance, if any. No proposal shall be deemed responsive unless an Offeror has certified and signed the statutorily required Non-Collusion Certificate included in the contract documents.

2.8 Required Format and Content of the Technical Proposal

Before submitting any proposals, Offerors shall fully understand all conditions pertaining to the RFP, and all required terms and conditions for carrying out the contract. By submitting a proposal, Offerors do thereby represent that they will adhere to all required terms and conditions of the contract. Any estimates, plans or other information relating to the services, labor or materials or work required by the contract documents are to be considered for the purpose of comparing the several proposals. Neither the BRS, nor its officers, agents or employees shall be responsible for the accuracy of, or bound by, such estimates, plans or information.

Proposals shall contain all completed forms defined as integral parts of this RFP. Additional materials may be referenced and then attached at the end as an Appendix. Excluding Appendix items, the proposal shall not exceed 50 pages.

Offerors must submit the entire proposal as instructed in Section 2.4 and as set forth in the section below. The sources of information for the evaluation of proposals are as follows:

Cover Letter

A cover letter signed under the pains and penalties of perjury by an authorized representative of the Offeror shall accompany the proposal. The letter shall contain the name and address of the corporation or business organization submitting the proposal, and the name, address, telephone number and title of the Offeror's authorized representative.

Technical Proposal Submission (Section 7)

This section constitutes the Offeror's responses to questions on the specific tasks related to providing audit services to the BRS, as well as a description of the Offeror's approach/methodology, workplan and project organization.

Offeror Profile (Section 7D)

This section constitutes a description of the business and experience of the Offeror. For the purposes of this section, the Offeror shall include responses regarding the prime vendor, and any subcontractors of the prime vendor.

City of Boston Standard Contract Documents (Appendix B)

The Offeror will fully complete the forms listed in Appendix B 'City of Boston Standard Contract Documents', and return the signed forms with the proposals. The Offeror will complete the other standard contract forms upon contract award.

Minimum Evaluation Criteria (Appendix A)

In order for a proposal to receive further consideration, an Offeror must unconditionally check 'Yes' in response to each question set forth in Minimum Evaluation Criteria in Appendix A and must be signed by an authorized representative of the Offeror.

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2.9 Required Format and Content of the Price Proposal

Price sheets must provide the precise level of detail requested on the forms provided and must be signed by an authorized official of the Offeror. Offerors must ensure that the price forms and the workplan reconcile. ***Reminder: This section is to be provided in the price submission section only. Under no circumstances shall any price information be included in the Technical Proposal. Price proposal information must be submitted according to the instructions in Section 2.4.***

Sealed Price Proposal (Appendix C)

The Offeror shall respond to, and specify an all-inclusive price for services specified and outlined in this RFP. Please refer to Section 8 and Appendix C of this RFP for additional details on the format for submitting price proposals.

Fixed Pricing

All rates/pricing shall be stated inclusive of time, materials and expenses, and any transitional cost shall constitute a not-to-exceed price of all goods and services. The proposed rates will be accepted by the BRS as fixed rates for the entire contract term.

2.10 Taxes

Any taxes due will be assumed to be included in the Offeror's price of services. The BRS tax exemption Certificate No. is E-04-6244012. Exemption certificates will be provided, if requested, following award to the successful Offeror.

2.11 Proposal Acceptance and Evaluation

An Evaluation Committee appointed by the Official shall open sealed technical proposals in closed session, in the presence of one (1) or more witnesses at the time and date specified. The Committee will examine each proposal to determine whether it meets all of the proposal submission requirements. A “responsive” proposal is one that contains all of the forms and information, services requested in the RFP. A “responsible” proposal is one that demonstrates the capability, integrity and reliability of the Offeror to perform under the contract to be awarded. ***Any proposal which fails to include all of the information or documentation specified in the proposal submission requirements is non-responsive, and will be rejected.***

The Evaluation Committee will contact customer references to assess the Offeror’s performance and responsiveness, and to assess and validate the client’s satisfaction with the Offeror’s services. The BRS reserves the right to include or substitute other staff in reference checks, and such staff may provide the Evaluation Committee with additional input into the evaluation. The Committee will evaluate the proposals and make recommendations.

Based upon the results of the evaluation, individual Offerors may be identified to participate in oral presentations and interviews. The Offeror will be notified in advance in writing of the date and time for oral presentations and interviews. It is anticipated that each oral presentation will last for one (1) hour. The first thirty (30) minutes will be for the Offeror to present the Offeror’s proposed approach and workplan. The second thirty (30) minutes will be an interactive session providing the BRS with the opportunity to have questions answered. The BRS Evaluation Committee expects that the Offeror’s proposed Engagement Partner will lead the oral presentation.

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The Evaluation Committee will evaluate the business and experience of the Offeror, and the Offeror's responses to questions on the specific tasks related to providing audit services to the BRS.

The Official will open the Price Proposals. The Official shall determine the most responsive and responsible proposals, taking into consideration the Evaluation Committee recommendation, the oral presentations, and interviews and the price.

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

A register of proposals, with the name of each Offeror and the number of modifications to the proposal, if any, will be available for public inspection following the opening of technical proposals. However, the contents of the proposals shall remain confidential, and will not be made available to competing Offerors. Offerors wishing to review the contents of the winning proposal may do so only after the contract has been awarded.

2.12 Offeror Qualifications

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

2.13 Rejection of Proposals

The Official may cancel the RFP, or may reject in whole any and all proposals or any parts thereof, if the Official determines that cancellation or rejection serves the best interests of the BRS. The Official reserves the right to waive any minor informality.

2.14 Agreement by Offeror

The submission of a proposal shall constitute agreement on the part of the Offeror that, if the Offeror is given or mailed a notice of acceptance within sixty (60) days (or such other time as specified in the Advertisement) of the date for submission of proposals, the Offeror will, within thirty (30) calendar days (Saturdays, Sundays and legal holidays excluded) of the receipt of such notice or within such additional time as the Official may authorize in writing, deliver to the Official a contract properly executed, together with the required security for performance.

2.15 Insurance

Without limiting the Contractor's obligation to indemnify the BRS as set forth in the Standard Contract and Conditions Document Form CM-11, the Contractor will provide and maintain at its own expense during the term of this contract, including the warranty period, the following policies of insurance covering its operations hereunder. Such insurance will be provided by insurer(s) licensed to do business in the Commonwealth of Massachusetts. Certificates evidencing that such insurance are in full force and effect shall be delivered to the BRS simultaneously with the final execution of this contract, and renewal certificates will be provided annually throughout the contract term. Failure to do so shall constitute a material breach of this contract and be grounds for immediate termination.

Such insurance shall be primary to, and not contributing with, any other insurance maintained by the BRS, shall name the BRS as an additional insured, and shall include:

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- A. Comprehensive General Liability insurance endorsed for Independent Contractor Coverage, Premises-Operations Coverage, Wrongful Death, Products/Completed Operations Coverage, Contractual Liability, Broad Form Property Damage and Personal Injury with a limit of not less than one million dollars (\$1,000,000.00) per claim, and three million dollars (\$3,000,000.00) in the aggregate.
- B. Workers' Compensation insurance as may be reasonably necessary and required to protect the Contractor from claims under Massachusetts General Laws Chapter 152 (the Workers' Compensation Law).

2.16 Sole Provider

The Contractor will be the prime vendor and required to assume responsibility for all items and services offered in its proposal, whether or not they produce or furnish them. Further, the BRS will consider the Contractor to be the sole point of contact with regard to Contractual matters, including payment of any and all charges resulting from the contract.

2.17 Harmonious Labor Relations

The submission of a proposal shall constitute the certification of the Offeror that it is able to and will furnish labor that can work in harmony with all elements of labor employed or to be employed on the work.

2.18 RFP Includes by Reference All Documents Referred to and Included Therein

This RFP hereby expressly incorporates by reference any and all documents referred to therein, including without limitation the Offeror Profile, the Scope of Services, and all contractual terms and conditions applicable to the procurement.

3. Important Dates

The following is a list of key dates up to and including the date proposals are required to be submitted:

Request for Proposals Issued	October 5, 2026
Written Questions Submission Deadline	October 8, 2026
Response to Questions	October 14, 2026
Due Date for Proposals	October 20, 2026
Selected Offeror notified	November 19, 2026

4. Proposal Submission

Before submitting any proposal, Offerors shall fully inform themselves in regard to all conditions pertaining to this request for proposals and all required terms and conditions for carrying out the contract. By submitting a proposal, Offerors do thereby represent that they have so informed themselves.

The following material is required to be received by noon on Tuesday, October 20, 2026, for a proposal to be considered:

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Submitting Hard Copy Proposals

- A. All proposals submitted in hard copy must contain an original (so marked) Technical Proposal and five (5) copies in a sealed envelope clearly marked as follows:

TECHNICAL PROPOSAL FOR BOSTON RETIREMENT SYSTEM
AUDIT SERVICES

The Technical Proposal must be submitted as outlined in Section 2.8

- B. The Offeror shall submit an original (so marked) Price Proposal and five (5) copies as outlined in Section 2.9 in a separate sealed envelope marked as follows:

PRICE PROPOSAL FOR BOSTON RETIREMENT SYSTEM
AUDIT SERVICES

- C. Offerors should send the complete and separate Technical and Price Proposals to the following address:

Ellen McCarthy, Comptroller
Boston Retirement System
Boston City Hall – Room 816
Boston, Massachusetts 02201

5. Background Information

The Boston Retirement System (BRS) is a defined benefit contributory retirement system created under state statute. It is administered by a Retirement Board comprising five members: the City Auditor, who serves *ex officio*; two individuals elected by participants in the system; a fourth member appointed by the Mayor; and a fifth member chosen by the other members. The BRS provides pension benefits to retired City of Boston, Boston Redevelopment Authority, Boston Housing Authority, Boston Water and Sewer Commission, Boston Public Health Commission and prior Suffolk County Sheriff Department Employees. Although legally separate, the BRS provides services entirely, or almost entirely, to the city and is therefore reported as if it were part of the primary government.

The BRS financial and general records are maintained in accordance with Massachusetts General Laws, Chapter 32, as amended, and Commonwealth of Massachusetts Regulation 840 CMR as promulgated by the Public Employee Retirement Administration Commission (PERAC) of the Commonwealth of Massachusetts.

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The Board's fiscal year is January 1 to December 31.

Prior Audit Engagements

The BRS has previously engaged the firm Ernst & Young, LLP for its audit services.

Note: Basic Financial Statements for the Boston Retirement System can be found on the BRS web site at <https://www.boston.gov/departments/retirement>

6. Scope of Audit

The required services include an examination of the financial statements of the Boston Retirement System in accordance with auditing standards generally accepted in the United States, as established by the American Institute of Certified Public Accountants (AICPA) and the standards for financial audits contained in the Government Accounting Standards issued by the Comptroller General of the United States. In addition, the examination will be in compliance with the rules and accounting manual of the Public Employee Retirement Administration Commission (PERAC) and Chapter 32 of Massachusetts General Laws or other legal mandates set forth by the BRS. As part of that responsibility the auditor will prepare and sign the audit opinion. More information on the PERAC can be found at: <https://www.mass.gov/orgs/public-employee-retirement-administration-commission>

Further, the selected firm will conduct an audit for the purpose of forming an opinion and report on the Schedule of Employer Allocations and the Schedule of Pension Amounts by Employer prepared in conformity with Government Accounting Standards Board (GASB) 67 & 68 and all other relevant requirements.

The selected firm will also render a management letter with audit findings and appropriate recommendations. This letter should include observations and recommendations affecting future financial reporting, internal control, and other operational issues.

The BRS requires that department staff read audit findings and work to resolve them. Managers and staff without accounting backgrounds should be able to easily understand findings and other audit reports. These individuals are often responsible for implementing corrective action plans. The use of understandable language, following the rules of basic grammar and syntax, can help communicate the message more clearly and effectively. The findings and other audit material, therefore, need to be presented in such a way as to communicate the material effectively to report to readers and other users of these documents. To improve the implementation of corrective action plans throughout the BRS and its employers, audit material must be effectively communicated to staff at the various departments.

The BRS also expects the auditor to provide management advisory services to assist the BRS in implementing new financial reporting standards or other related items as needed as long as there is not impairment of independence.

The scope of the audit will be for the 12 month periods ending December 31. The first 12-month period to be audited is December 31, 2026. The selected firm will be required to audit the Board's December 31, 2026, financial statement to assure that they conform to Generally Accepted Accounting Principles so they may be incorporated with the City of Boston's June 30 financial statement for the following year.

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The audit service is to be arranged in order to meet the filing date of the Annual Report to the Public Employee Retirement Administration Commission. The filing date is May 1st following the December 31 close. The BRS will prepare the Annual Report and convert it to GAAP to be audited. Upon completion of the audit a presentation of audit highlights will be made to the Board at the next available monthly meeting. The expectation is that this presentation will be at the July Board meeting following the December 31 close.

7. Technical Proposal Submission

A. General Requirements

The technical proposal should demonstrate the qualifications of the Offeror and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for proposal requirements. As such, the substance of the proposals will carry more weight than their form or manner of presentation.

THERE SHOULD BE NO DOLLAR UNITS OR TOTAL COSTS INCLUDED IN THE
TECHNICAL PROPOSAL DOCUMENT.

While additional data may be presented, the following subjects, items 7.B. through 7.I, must be included. The proposal should be prepared simply and economically, providing a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the request for proposals. The Evaluation Committee will use the Offeror's responses to forms and questionnaires including the Minimum Evaluation Criteria, the Scope of Work, and the Technical Proposal Submission to judge the Offeror's responsiveness and responsibility to perform the work described in this request for proposals.

The BRS has established a commitment to minority and women owned businesses through the passage of an Ordinance and the issuance of a Mayoral Executive Order. The Ordinance and the Order mandate that the Official provides maximum opportunity for minority and women owned businesses to participate in receiving BRS contracts.

B. Independence

The Offeror must provide an affirmative statement that it is independent of the Boston Retirement System, as defined by the American Institute of Certified Public Accountants (AICPA). The Offeror should also list and describe the Offeror's professional relationships involving the Boston Retirement System or any of its agencies for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit services.

C. Certification to Practice in Massachusetts.

An affirmative statement should be included indicating that the Offeror and all assigned key professional staff are properly certified to practice in Massachusetts.

D. Offeror Information

- i. Identification:
 - Provide the following information about the Offeror's company:
 - Company Name:

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- Federal Identification Number:
 - Home Office Address:
 - Telephone:
 - Nearest Support Office Address:
 - Telephone:
 - Name of Offeror contact person. This person must be capable of committing the Offeror to an agreement with the City:
 - Telephone:
 - Number of years company has operated under this name:
 - Year company was founded:
 - Brief description of the nature of the Offeror's company's business:
 - Number of years company has been in present business:
- ii. Corporate Information:
- If Offeror is a corporation, state the following:
- Where company was incorporated:
 - The names and addresses of all officers:
 - Parent Corporations:
 - All Subsidiaries:
- iii. Partnership Information
- If Offeror is a partnership, state the name and address of all general and limited partners associated with the office responding to this RFP. The BRS reserves the right to require a complete list of all general and limited partners.
- iv. Offeror's Role
- Describe the Offeror's company's role in executing the scope of work identified in the RFP. Describe the roles of each subcontractor in executing the scope of work.
- v. Offeror's Resources
- For the Offeror and all subcontractors provide the following:
- Total number of employees
 - Total number of employees assigned to local government audits
 - Location of the office from which work on this engagement is to be performed
 - From this location, number and nature of the professional staff to be assigned to this engagement full time
 - From this location, number and nature of the professional staff to be assigned to this engagement part time
- vi. Offeror's Performance
- Has the Offeror's firm ever failed to complete any work awarded within the last five (5) years? If the answer is yes, state all circumstances.

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- Has the Offeror's subcontractors ever failed to complete any work awarded within the last five (5) years? If the answer is yes, state all circumstances.

E. Partner, Manager and Staff Qualifications and Experience

Identify the engagement partner(s), manager(s), other supervisor(s), specialists, and senior and associate audit staff members who would be assigned to this engagement.

The Offeror should provide as much information as possible regarding the qualifications, experience and training, including relevant continuing professional education and certifications of the specific partners, managers, supervisors, specialists, and staff to be assigned to this engagement. The Offeror should also indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the BRS. However, in either case, the BRS retains the right to approve or reject replacements.

Other auditing staff may be changed at the discretion of the Offeror provided that replacements have substantially the same or better qualifications or experience.

F. References

For the Offeror's office that will be assigned responsibility for the audit, list the most significant engagements (to a maximum of six) performed in the last five (5) years that are substantially similar to the engagement described in this request for proposal. Indicate the following:

- Scope of work
- Date of engagement
- Engagement partners
- Total hours required to complete the work described

As part of the Comparative Evaluation Criteria, the Evaluation Committee reserves the right to contact any and all references provided by the Offeror in order to verify successful performance and substantially similar work as claimed by the Offeror.

List at least three (3) but no more than six (6) entities that have been clients of the Offeror in the last five (5) years that may be contacted as references. At least two references must be public sector clients where the engagement was substantially similar to the work requested in this proposal. Provide the following for each client:

- Client Name
- Type of government/organization
- Client address
- Contact
- Title

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- Telephone number
- E-mail address
- Date audit was completed
- Detailed description of work performed
- Identify any project staff assigned to this client proposed to be assigned to the BRS audit

G. Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in this request for proposal.

The approach to the audit should indicate knowledge of budgetary and GAAP financial reporting requirements and an appreciation of the size and complexity of this task. Offerors are required to provide the following information on their audit approach:

- i. Proposed segmentation of the audit and other required services;
- ii. Level of staff and budgeted number of hours to be assigned to each proposed segment of the engagement;
- iii. Sample sizes and the extent to which statistical sampling is to be used in the engagement;
- iv. Type and extent of analytical procedures to be used in the engagement;
- v. Approach to be taken to gain and document an understanding of the internal control structure of the BRS;
- vi. Approach to be taken in determining laws and regulations that will be subject to audit test work;
- vii. Extent of the use of software in the audit, the Offeror's policy regarding electronic files and a paperless audit;
- viii. Detail how the reporting deadline requirements of the audit will be met;
- ix. Approach to communicating and implementing new GASB requirements.

H. Overview of Management Consultation and Other Services

The proposal should describe the Offeror's approach to providing management consultation and other services as listed in the Scope of Work.

I. Approach to Problem Resolution

The proposal should include a description of the Offeror's approach to resolving problems that may arise during the course of this contract.

8. Sealed Price Proposal

The sealed price proposal should clearly outline the Offeror's hourly fee structure and the maximum hours to be billed for the Boston Retirement System's Financial Audit and Other Services not specifically outlined in the Price Proposal Response Format. Advise if these rates will apply to any

**Boston Retirement System
Audit Services**

additional work that may be requested by the BRS. If not, show the rates that would apply for additional work. Complete the Price Proposal Format listed in Appendix C for each year of the five-year contract along with price for the two option years.

The price proposal (Appendix C) should clearly state the not-to-exceed amount to be charged for each year of the contract. Offerors may submit a blended hourly rate in lieu of a specified hourly rate for each position/title. Please specify if you are submitting your price proposal based on a blended hourly rate.

9. Minimum Evaluation Criteria

A. Overview

Minimum Evaluation Criteria reflect those standards or attributes that the Official considers essential to the satisfactory performance of the contract. The Official will use the Minimum Evaluation Criteria to assist in identifying “responsive” proposals (those containing all required forms and information and offering all of the requested supplies or services in the RFP) and to identify Offerors who are “responsible”, i.e. who possess the capability, integrity, and reliability to perform under the contract.

The BRS will evaluate each proposal to determine whether it meets all Minimum Evaluation Criteria (Appendix A). ***Note: Only those proposals for which an authorized representative of the Offeror has unconditionally checked “Yes” for each of the requirements set forth in this section will be accepted for further evaluation.***

10. Comparative Evaluation Criteria

Only proposals determined by the Official to meet all Minimum Evaluation Criteria, and to be otherwise legally responsive, shall be evaluated pursuant to the Comparative Evaluation Criteria below. An evaluation committee designated by the Official shall prepare written evaluations for each responsive proposal. The evaluation committee shall assign a rating of “highly advantageous”, “advantageous”, “not advantageous” or “unacceptable” to each criterion.

The City will apply Comparative Evaluation Criteria in deciding which proposal to select from among those that meet the Minimum Evaluation Criteria. Ratings for each criterion will be assigned based on documentation provided by Offeror’s in response to information requested in the RFP, specifically in Section 7 and as otherwise described below. The purpose of information requested in this section is to assist the BRS in evaluating the Offeror’s overall qualifications, including its methodologies and previous experience.

A. Offeror’s Audit Approach

A rating of Highly Advantageous shall be assigned for this category to an Offeror whose proposed audit approach, including the workplan and audit methodology, in the judgment of the Evaluation Committee, are of excellent quality.

A rating of Advantageous shall be assigned for this category to an Offeror whose proposed audit approach, including the workplan and audit methodology, in the judgment of the Evaluation Committee, are of good quality.

A rating of Not Advantageous shall be assigned for this category to an Offeror whose proposed audit approach, including the workplan and audit methodology, in the judgment of the Evaluation Committee, are of average quality.

A rating of Unacceptable shall be assigned for this category to an Offeror whose proposed audit approach, including the workplan and audit methodology, in the judgment of the Evaluation Committee are of poor quality.

**Boston Retirement System
Audit Services**

B. Offeror Qualifications and Experience

A rating of Highly Advantageous shall be assigned for this category to an Offeror demonstrating more than ten (10) years of verifiable experience successfully providing audit services to public sector client(s) similar in size and organization to the BRS for work substantially similar to the work described in this RFP;

A rating of Advantageous shall be assigned for this category to an Offeror demonstrating more than seven (7) and up to ten (10) years of verifiable experience successfully providing audit services to public sector client(s) similar in size and organization to the BRS for work substantially similar to the work described in this RFP;

A rating of Not Advantageous shall be assigned for this category to an Offeror demonstrating more than five (5) and up to seven (7) years of verifiable experience successfully providing audit services to public sector client(s) similar in size and organization to the BRS for work substantially similar to the work described in this RFP;

A rating of Unacceptable shall be assigned for this category to an Offeror demonstrating less than five (5) years of verifiable experience successfully providing audit services to public sector client(s) similar in size and organization to the BRS for work substantially similar to the work described in this RFP.

C. Partner, Manager and Staff Qualifications and Experience

Using the chart below, the Evaluation Committee will assign the following ratings based upon the experience of the partner, manager, senior staff and associate staff assigned to this engagement. A rating will be assigned to this category based on the average rating of the staff.

2.3 or above – Highly Advantageous

1.6 to 2.3 – Advantageous

1.0 to 1.6– Not advantageous

Less than 1.0 - Unacceptable

Experience in Years					
Level	10 +	8 - 10	6 – 7	1 – 5	< 1
Partner	3	2	1	0	0
Manager	3	3	2	1	0
Senior	3	3	3	2	1
Associate	3	3	3	2	1

D. Management Consultation and Other Services

A rating of Highly Advantageous shall be assigned for this category to an Offeror whose proposal highlights a strong commitment to providing management consultation and professional advice including but not limited to improving internal control processes, conducting business process reviews and providing training.

**Boston Retirement System
Audit Services**

A rating of Advantageous shall be assigned for this category to an Offeror whose proposal highlights a commitment to providing management consultation and professional advice including but not limited to improving internal control processes, conducting business process reviews and providing training.

A rating of Not Advantageous shall be assigned for this category to an Offeror whose proposal does not indicate a commitment to providing management consultation and professional advice including but not limited to improving internal control processes, conducting business process reviews and providing training.

E. Offeror References

The Evaluation Committee will make every attempt to contact three (3) references listed in Section 7.F. by the Offeror.

A rating of 3 points shall be assigned for this category to an Offeror when a reference rates the Offeror's performance of their work exceptional;

A rating of 2 points shall be assigned for this category to an Offeror when a reference rates the Offeror's performance of their work good;

A rating of 1 point shall be assigned for this category to an Offeror when a reference rates the Offeror's performance of their work sufficient;

A rating of 0 points shall be assigned for this category to an Offeror when a reference rates the Offeror's performance of their work unsatisfactory.

The following rating will be assigned based on the average score of the 3 references:

- 2.3 or above – Highly Advantageous
- 1.6 to 2.3 – Advantageous
- 1.0 to 1.6– Not advantageous
- Less than 1.0 - Unacceptable

F. Failure to Perform

A rating of Advantageous shall be assigned for this category to an Offeror whose company has never failed to complete any work awarded within the past five years.

A rating of Not Advantageous shall be assigned for this category to an Offeror whose company has failed to complete any work awarded at least one time in the last five years.

Boston Retirement System

RFP for Audit Services

APPENDICES

Minimum Evaluation Criteria (Appendix A)

Please complete the entire form and sign

Overview

Minimum Evaluation Criteria reflect those standards or attributes that the Official considers essential to the satisfactory performance of the contract. The Official will use the Minimum Evaluation Criteria to assist in identifying “responsive” proposals (those containing all required forms and information and offering all of the requested supplies or services in the RFP) and to identify Offerors who are “responsible”, i.e. who possess the capability, integrity, and reliability to perform under the contract.

The BRS will evaluate each proposal to determine whether it meets all Minimum Evaluation Criteria. Note: Only those proposals for which an authorized representative of the Offeror has unconditionally checked “Yes” for each of the requirements set forth in this section will be accepted for further evaluation.

Instructions

In order for a proposal to receive further consideration, an Offeror must unconditionally check “Yes” in response to each question below. The BRS shall reject in its entirety the proposal of any Offeror who refuses or fails to check “Yes” to each question below, or who checks “Yes” but attempts to modify, qualify or limit its affirmative response. The Offeror shall also attach to its proposal any and all information and/or documentation requested in this section of the RFP. The Offeror’s authorized representative shall sign on the line provided following the last Minimum Evaluation Criterion.

Minimum Evaluation Criteria

Was the Offeror’s proposal delivered to the Comptroller of the BRS prior to the deadline for receipt of proposals and in accordance with the instructions in the Public Notice?

☐ Yes ☐ No

Does the Offeror’s proposal conform to the RFP in all respects?

☐ Yes ☐ No

Did the Offeror submit separate, sealed price and technical proposals as required by this RFP?

☐ Yes ☐ No

Has an authorized representative of the Offeror signed the proposal and Minimum Evaluation Criteria where required?

☐ Yes ☐ No

Does the Offeror's proposal include full and complete responses to Section 7 titled Technical Proposal Submission?

☐ Yes ☐ No

Has the Offeror been in business for a minimum of five (5) years?

☐ Yes ☐ No

Has the Offeror provided at least three (3) references; two of which are public sector clients where the engagement was substantially similar to the work requested in this request for proposals?

☐ Yes ☐ No

Is the Offeror financially solvent (i.e., currently not bankrupt and currently not considering filing for bankruptcy protection)?

☐ Yes ☐ No

Is the Offeror a Certified Public Accounting firm?

☐ Yes ☐ No

Does the Auditor meet the independence standards of the U.S. Government Accountability Office (GAO), as revised?

☐ Yes ☐ No

Signature

The Offeror's authorized representative shall sign on the line provided here, certifying that the responses provided by the Offeror to these Minimum Evaluation Criteria are provided without modification, qualification, or limit. SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY.

Signature

Date

Name Printed

Title

Company Name

Instructions for Completing Contract Documents

Contract Documents (Appendix B)

Form CM06: Certificate of Authority (For Corporations Only)

Do not complete—included for reference only.

Form CM09: Contractor Certification

Do not complete—included for reference only.

Form CM10-11: Standard Contract

Do not complete—included for reference only.

Forms CM15A-B: CORI

Do not complete—included for reference only.

Living Wage Forms

Do not complete—included for reference only

Scaled Price Proposal (Appendix C)

Price Proposal for Boston Retirement System Audit Services										
Offeror Name:										
All Inclusive Price - Specified Services	Budgeted	Blended	2026	2027	2028	2029	2030	Option Years		Total
	Hours	Rates						2031	2032	
*Basic Financial Statements										0
*Opinion and Report on Schedule of Employer Allocation and Pension by Employer Amounts in conformity with GASB 67 & 68.										0
*Single Audit(Internal Control, Compliance, Audit Follow Up)										0
*Expenses										0
*Management Advisory Services - as needed										0
Total	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

INSTRUCTIONS

Corporations must complete this form and indicate the individual legally authorized to sign contracts on behalf of the corporation. The individual signing this form must be the clerk or secretary for the corporation as authorized by the corporation’s filings made with the Secretary of the Commonwealth, not the authorized contract signer.

REQUIRED CERTIFICATION

At a meeting of the Directors of theName of Corporation

duly called and held atLocation of Meeting

onDate of Meeting

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

thatName of Authorized Individual

thePosition of Authorized Individual

of this corporation is hereby authorized and empowered to make, enter into, sign, seal and deliver in behalf of this corporation a contract for

Description of 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 the authorized individual named herein is duly elected by this corporation.

Attest:

Name of Corporation Clerk or Secretary	
Signature	Affix Corporate Seal Here
Current Date	

APPROVED AS TO FORM BY CORPORATION COUNSEL APRIL, 2025
THIS FORM IS VOID AND WITHOUT LEGAL EFFECT IF ALTERED IN ANY WAY

INSTRUCTIONS

This statement must bear the signature of the contractor. If the Contractor is:

- a *partnership* this statement must be signed by a general partner designated as such;
- a *corporation, joint venture, or trust* this statement must be signed by a duly authorized officer or agent of such corporation, trust or joint venture; or
- an *individual* doing business under a name other than his own name this statement must so state, giving the address of the individual.

REQUIRED CERTIFICATION

To the Official, acting in the name and on behalf of the City of Boston. The undersigned agrees to furnish all labor and materials and to perform all work required for

Description of Service

in accordance with the terms of the accompanying contract documents.

LEGAL FORM OF BUSINESS ENTITY

The Contractor is
a/an

☐

Individual

☐

Partnership

☐

Limited Liability Partnership (LLP)

☐

Corporation

☐

Limited Liability Company (LLC)

☐

Joint Venture

☐

Trust

☐

Other (*written description*):

Legal Form of
Business Entity

If the Contractor is a Partnership,

state name and address of all partners:

Names and Addresses
of all Partners

If the Contractor is a Corporation,

state the following:

Corporation is incorporated in the State of		State of Incorporation
President is		Name of President
Treasurer is		Name of Treasurer
Place of business is		Business Address (Street, City, State, & Zip Code)

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:

	Names and Addresses of all Parties to the Joint Venture
--	---

A copy of the joint venture agreement is on file at

	Location of Joint Venture Agreement
--	--

and will be delivered to the Official on request.

If Contractor is a Trust,

state the name and address of all Trustees:

	Names and Addresses of all Trustees
--	--

The trust document(s) are on file at

	Location of Trust Documents
--	--------------------------------

and will be delivered to the Official on request.

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:

	State, time, and place where certificate filed
--	---

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:

Contractor Taxpayer
Identification Number

*If individual, use Social Security Number

Contractor Individual
Social Security
Number

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 boston.gov/procurement.

The undersigned certifies under penalties of perjury that this bid or proposal has been made an 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	
Signature	
Title	
Business Address (Street)	
Business Address (City, State, Zip Code)	

APPROVED AS TO FORM BY CORPORATION COUNSEL APRIL, 2025
THIS FORM IS VOID AND WITHOUT LEGAL EFFECT IF ALTERED IN ANY WAY



STANDARD CONTRACT DOCUMENT

CITY OF BOSTON

(FORM CM 10)

CONTRACT ID:

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

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

Contract Details

Description/Scope of Services: (Attach supporting documentation)
--

Begin Date:

End Date:

Rate: \$

Not to Exceed Amount: \$

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

Contract Signatures

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

CITY OF BOSTON

STANDARD CONTRACT GENERAL CONDITIONS

ARTICLE 1 -- DEFINITION OF TERMS:

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

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

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

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

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

ARTICLE 2 -- PERFORMANCE:

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

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

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

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

ARTICLE 3 -- ACCEPTANCE OF GOODS OR SERVICES:

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

ARTICLE 4 -- TIME:

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

ARTICLE 5 -- COMPENSATION:

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

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

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

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

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

ARTICLE 6 -- RELATIONSHIP WITH THE CITY

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

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

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

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

ARTICLE 7 -- ASSUMPTION OF LOSS AND LIABILITY:

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

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

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

ARTICLE 8 -- REMEDIES OF THE CITY:

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

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

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

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

ARTICLE 9 -- REMEDIES OF CONTRACTOR:

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

ARTICLE 10 -- PROHIBITION AGAINST ASSIGNMENT:

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

ARTICLE 11 -- COMPLIANCE WITH LAWS AND PUBLIC POLICY:

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 12 -- AVAILABLE APPROPRIATION:

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

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

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

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

ARTICLE 13 -- RELEASE OF CITY ON FINAL PAYMENT:

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

ARTICLE 14 -- PUBLIC RECORDS AND ACCESS

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

ARTICLE 15 -- STATE TAXATION CERTIFICATION:

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

ARTICLE 16 -- MONIES OWED TO THE CITY:

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

ARTICLE 17 -- BID COLLUSION:

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

ARTICLE 18 -- FORUM AND CHOICE OF LAW:

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

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.

INSTRUCTIONS

- 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.
- 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 Form CM-15B.
 - A Vendor with a CORI policy that does NOT conform to the standards set forth on Form CM-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 Form CM-15C must be completed by the awarding authority and attached hereto.
 - **NOTE:** The Awarding Authority may grant a waiver of CBC 4-7.3 under exigent circumstance on a contract by contract basis.

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.

- 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 Form CM-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 Form CM-15B (a copy of the Vendor’s written CORI policy must accompany this form).
- All Vendors must check one option.

Name of person signing quotation, bid, or proposal	
Name of Business	
Signature	

APPROVED AS TO FORM BY CORPORATION COUNSEL APRIL, 2025

By checking line 2 on the foregoing Form CM-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 APRIL, 2025

VENDOR AGREEMENT

At the same time the City of Boston (the “City”) awards a service contract, the vendor must complete this form and submit it to the City, agreeing to pay at least the annual living wage (\$18.78 per hour) or standard compensation associated with the contract in accordance with the [Boston Jobs, Living Wage, and Prevailing Wage Ordinance](#) (the “Ordinance”).

INSTRUCTIONS

Please print in ink or type all required information. No service contract will be executed until this agreement is completed, signed, and submitted to the City department awarding the contract.

Assistance in completing this form may be obtained by calling or visiting the Office of Labor Compliance and Worker Protections, which is located at 43 Hawkins Street, Boston, MA 02114 and can be reached at (617) 918-5236.

PART 1. VENDOR INFORMATION

Vendor Name	
Contact Name	
Vendor Address	
Contact Phone	
Contact Email	

PART 2. CONTRACT INFORMATION

Name of Program/Project	
City Contracting Department	
Contract Amount	
Contract Start Date	
Contract End Date	

PART 2B. ADDITIONAL LIVING WAGE INFORMATION

Total Number of “FTE” employees company-wide (Full-time and combined part time) Example: 24 full-time staff + 2 part-time staff working 20hrs per week = 25 FTEs	
Total Number of individual employees who will be assigned to work on the above contract	
Do you plan to hire additional employees to perform work on the above contract?	
If yes, how many additional FTEs do you plan to hire?	

PART 2C. VENDOR TYPE DETERMINATION

Please select **one** option below to indicate the type of contract you have been awarded and then review and complete the corresponding parts of the form:

☐ Service Contracts of \$25,000 or More

☐ 25 or more **Company-Wide** FTE Employees (a “Covered Vendor”)

Company wide “FTE” employees equals 25 or more (full-time and combined part-time)

Review and Complete the following: ☐ Part 3 ☐ Part 3A ☐ Part 4 ☐ Part 5 ☐ Part 6 ☐ Part 7

☐ Less than 25 **Company-Wide** FTE Employees

Company wide “FTE” employees equals 24 or less (full-time and combined part-time)

Review and Complete the following: ☐ Part 7

☐ Building Service Contracts (a “Covered Building Service Vendor”)

Any employer providing building services, including cleaning and maintenance of buildings and security guard services, to the City of Boston through a contract or subcontract (regardless of contract size or number of employees).

Review and Complete the following: ☐ Part 3 ☐ Part 3B ☐ Part 4 ☐ Part 5 ☐ Part 6 ☐ Part 7

PART 3. WORKFORCE PROFILE OF EMPLOYEES PAID BY THE CONTRACT

Total number of employees	
Number of employees who are Boston residents	
Number of employees who are minorities	
Number of employees who are women	

PART 3A. COVERED VENDORS MUST COMPLETE THIS SECTION OF THE FORM

List all of the *covered employees'* job titles with wage ranges (use additional sheets of paper if necessary). Identify the number of covered employees in each wage range. Remember, *covered employees* are only those employees that expend work hours on the contract. Additionally, all covered employees **MUST** be paid at least \$18.78/hr for hours worked on this contract. This applies regardless of geographic location of the vendor or employee.

Job Title	Wage Ranges

PART 3B. COVERED BUILDING SERVICE VENDORS MUST COMPLETE THIS SECTION OF THE FORM

List all of the *covered building service employees'* job titles and standard compensation (use additional sheets of paper if necessary). Identify the number of covered building service employees in each prevailing wage classification. Remember, *covered building service employees* are only those employees that expend work hours on the contract. *When calculating standard compensation, all covered building service employees **MUST** be paid at least the living wage amount of \$18.78 or their standard hourly rate.

Job Title	*Standard Hourly Rate (\$)	Paid Leave (\$)	Health (\$)	Other Benefits (\$)	Standard Compensation (\$)	Anticipated Hours on Contract

PART 4. SUBCONTRACTS

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

NOTE

Any **Covered Vendor** awarded a service contract must notify the contracting department and the Office Labor Compliance and Worker Protections within three (3) working days of signing a service contract with a vendor.

Subcontractor Name	Address	Phone & Email	Subcontract Amount

PART 5. VENDOR’S PAST EFFORTS & FUTURE GOALS

Use additional sheets of paper if necessary in answering 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 the number of jobs or jobs maintained by classification that will result from the awarding of this service contract?

PART 6. REQUESTING AN EXEMPTION OR WAIVER FROM THE ORDINANCE

Requesting an Exemption

Any vendor who qualifies may request one of the four categories of exemptions from the provisions of the Ordinance by completing the section below. Attach any pertinent documents to this application to prove that you are exempt from the Ordinance.

NOTE

Unless you receive written confirmation from the Office of Labor Compliance and Worker Protections approving your exemption request, you remain covered by the Boston Jobs, Living Wage, and Prevailing Wage Ordinance.

Exemption Categories

Please check the appropriate box(es) below indicating your exemption request.

- ☐ Construction contract awarded by the City of Boston and is subject to the state prevailing wage law;
- ☐ Contract awarded to a youth program, provided that the contract is for stipends to youth in the program. “Youth Program” means any city, state, or federally funded program which employs youth, as defined by city, state, or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part time program;
- ☐ Contract awarded to a work-study or cooperative educational program, provided that the contract is for stipends to students in the program; or
- ☐ Contract awarded to a vendor who provide services to the City and is awarded to a vendor who provides trainees with a stipend or wage as part of a job training program and provides the trainees with additional services, which may include but are not limited to room and board, case management, and job readiness services, and provided further that the trainees do not replace current City-funded positions.

Please give a full statement describing in detail which of the four exemptions applies to your contract and the reasons your contract is exempt from the Ordinance (attach additional sheets if necessary).

Requesting a General Waiver

I hereby request a general waiver from Ordinance. The application of the Ordinance to my contract violates the following State or Federal statutory, regulatory or constitutional provision(s):

Please give a full statement describing in detail the reasons the specific State or Federal statutory, regulatory or constitutional provision(s) makes compliance with the Ordinance unlawful (attach additional sheets if necessary). Please attach a copy of the conflicting statutory, regulatory or constitutional provision(s).

PART 7. VENDOR AFFIDAVIT

I, the undersigned, a principal officer of the Covered Vendor/Covered Building Service Vendor certify, swear, and affirm that the information provided on this **Boston Jobs, Living Wage, and Prevailing Wage Ordinance Vendor Agreement** is true, within my own personal knowledge and belief, and consistent with the Ordinance.

Signed under the pains and penalties of perjury.

Signature	
Date	
Name	
Title	

APPROVED AS TO FORM BY CORPORATION COUNSEL, APRIL 24, 2025