

REQUEST FOR PROPOSALS FOR EXECUTIVE RECRUITMENT FOR SUPERINTENDENT SEARCH CONSULTANT SERVICES

Sealed proposals will be received at the Office of the Purchasing Agent, Room 303, City Hall, 795 Massachusetts Avenue, Cambridge Massachusetts 02139 until **11:00 am on Thursday, May 21, 2015** for providing the following services to the City of Cambridge:

The Cambridge Public School District (CPSD) seeks proposals from experienced executive search consultants to assist in recruiting applicants for the position of Superintendent of Schools, Cambridge.

Copies of the Request for Proposal may be obtained at the Office of the Purchasing Agent on or after **Thursday, May 7, 2015** 8:30 a.m. to 8:00 p.m. on Mondays, Tuesday through Thursday from 8:30 a.m. to 5:00 p.m., and Fridays from 8:30 a.m. to noon. This RFP may be downloaded from the City’s website: www.cambridgema.gov, online services, Purchasing Bid List, Regular RFP, File No. 6830. The City of Cambridge reserves the right to reject any or all proposals, waive any minor informalities in the proposal process, and accept the proposal deemed to be in the best interest of the City.

There must be no mention of the applicant’s fee in the proposal. Any mention of the fee will subject the proposal to rejection.

Questions concerning the Request for Proposals must be submitted in writing by 4:00 p.m. on **Thursday, May 14, 2015** to **Amy L. Witts, Purchasing Agent** at the address above or by fax (617) 349-4008. Answers to questions will be posted to the website in a form of an Addendum.

Two separate sealed envelopes, a sealed envelope containing one (1) original and eight (8) copies of the non-price proposal marked “Non-Price Proposal –Executive Recruitment for Superintendent Search Consultant,” and one sealed envelope containing the price proposal form marked “Request for Proposal for Executive Recruitment for Superintendent Search Consultant Services” must be received by Amy L. Witts, Purchasing Agent, City of Cambridge, 795 Massachusetts Avenue, Cambridge, prior to **11:00 AM, Thursday, May 21, 2015**. Any proposals received after such time will not be accepted, unless the date and time has been changed by addendum. Delivery to any other office or department does not constitute compliance with this paragraph, unless the proposals are received by the Purchasing Agent by the established deadline.

**Amy L. Witts
Purchasing Agent**

Confidentiality and Public Records Law

All materials submitted by the vendor in response to this Request for Proposal will be opened for inspection by any person AFTER a decision for award has been made in accordance with the provisions of the Massachusetts Public Records Law and Massachusetts General Laws Chapter 30B.

Terms and Conditions

The terms and conditions of any contract awarded through this procurement are attached hereto and shall be affirmed by the City and selected proposer.

1. The proposers bid will remain in effect for a period of 90 days from the deadline for submission of proposals or until it is formally withdrawn, a contract executed or this RFP is canceled, whichever occurs first.
2. The Purchasing Agent shall cancel the contract if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year.
3. A sample contract is attached hereto along with the General Terms and Conditions that are incorporated into every City contract (**Appendix A**). The bidder must be willing to sign the City's contract. The City will not accept a bidder's terms & conditions.
4. Rule for Award: The City will award a contract to the proposer submitting the most advantageous proposal taking into consideration the proposals Quality Requirements, Evaluation Criteria and composite ratings, references and price.
5. Rates must remain firm or be reduced throughout the life of the contract. A Contract will be awarded within 90 days unless award date is extended by consent of all parties concerned.
6. The City of Cambridge Living Wage Ordinance is applicable. The current living wage rate is \$14.95 per hour (the ordinance is attached, **Appendix B**)
7. The contract period shall commence on the date of execution of the contract by the City of Cambridge and shall be in effect through March 31, 2016.

INSTRUCTIONS TO PROPOSERS

1. **Two separate sealed envelopes**, one sealed envelope that contains one (1) original and eight (8) copies of the **non-price** proposal marked “Non-Price Proposal – Executive Recruitment for Superintendent Search Consultant” and one sealed envelope that contains one (1) original price summary form marked “Price Proposal – Executive Recruitment for Superintendent Search Consultant” must be received by the Purchasing Agent, City of Cambridge, 3rd floor City Hall prior to **11:00 AM, Thursday, May 21, 2015**. Chapter 30B requires that price proposals must be separate from technical proposals. **Therefore please make no reference to price in the non-price proposal. Failure to adhere to this requirement will result in disqualification.** It is the sole responsibility of the proposer to insure that the proposal arrives on time at the designated place. Parking is limited at City Hall so it is strongly recommended that proposals are mailed or delivered in advanced of the due date and time. Late proposals will not be accepted.
2. The signature of the authorized official(s) must be provided on all the proposal forms. All proposals should be double -sided in conformance with the City's recycling policy.
3. The signature of the authorized official(s) should be organized and presented as directed. Accuracy and completeness are essential. The successful proposal will be incorporated into a contract; therefore, the proposer should not make claims that they are not prepared to commit to contractually.
4. The Price Proposal form must be completed as instructed. No substitute form will be accepted. Pricing must remain firm for the duration of the contract. The proposal submitted must be without conditions or exceptions.
5. Failure to answer any questions, to complete any form or to provide the documentation required will be deemed non-responsive and will result in automatic rejection of the proposal unless the City determines that such failure constitutes a minor informality, as defined in Chapter 30B.
6. All interpretations of the RFP and supplemental instructions will be in the form of written addenda to the RFP specifications. Requests for clarification or any questions about information contained in the RFP should be addressed in writing to:

Amy L. Witts, Purchasing Agent
795 Massachusetts Avenue
Cambridge, MA 02139.
or faxed to (617)349-4008

No requests or questions will be accepted after 4 p.m. on Thursday, May 14, 2015. Please include the name, address, e-mail address, telephone number and fax number, if available, of the person to whom additional information should be sent. Any information sent to one proposer will be sent to all proposers.

7. Proposals must be unconditional. However, prior to the proposal opening proposers may correct, modify, or withdraw proposals by written request to Amy L. Witts, Purchasing Agent, City of Cambridge, Room 303, City Hall, 795 Massachusetts Avenue, Cambridge, MA 02139. A letter will be sufficient for withdrawal of a proposal up the date of the proposal opening. Any correction or modification to a proposal must be submitted in writing and in a sealed envelope labeled " Executive Recruitment for Superintendent Search Consultant - Modification to (or Withdrawal of) Proposal."

EVALUATIONS OF THE PROPOSALS

All non-price proposals will be reviewed by the Evaluation Committee in accordance with M.G.L. Chapter 30B. Final selection will be based on evaluation and analysis of the information and materials required under the RFP, including information obtained by direct contact with references. The Evaluation Committee will be the School Committee.

Proposals that meet the Quality Requirements will be reviewed for responses to the Comparative Evaluation Criteria. Each member of the Evaluation Committee will assign a rating of Highly Advantageous, Advantageous, or Not Advantageous to each Comparative Evaluation Criteria. Based on the Comparative Evaluation Criteria ratings, a composite rating by the Evaluation Committee will be determined for each proposal.

Based on the review of the non-price proposals, proposers may be asked to participate in an onsite interview and make in person presentations to the Evaluation Committee. Proposers should therefore be prepared to travel to Cambridge for this interview and presentation. Presentations shall be made by the staff to be assigned to the contract and the project manager and other personnel who will be working on the project on a day-to-day basis should be present. Proposers will be expected to answer questions from the Evaluation Committee. The City will not assume any costs related to these interviews and presentations.

References will be contacted to determine if the proposer is responsive and responsible. References will be asked about their over-all impression of the proposer's quality of services performed and the timeliness of service delivery. The City reserves the right to use itself as a reference and to contact references other than those submitted by the proposer.

After evaluation of the non-price proposals is complete, the price proposals will be opened. The price proposals will be evaluated and ranked by the Purchasing Agent. The contract will not necessarily be awarded to the proposal that receives the highest ranking with respect to the price proposal. The City will award the contract to only one responsive and responsible proposer submitting the most advantageous proposal taking into consideration the proposals' quality requirements, evaluation criteria and composite ratings, interview, references and price. Before awarding the contract, the City may request additional information from the proposer. The City reserves the right to reject any and all proposals if it determines that the criteria set forth have not been met or for any other reason.

About the Cambridge Public Schools

The Cambridge Public Schools is a vibrant, diverse urban school district serving approximately 6,700 students in grades PreK-12. Located in Cambridge, Massachusetts, adjacent to Boston, Cambridge is a unique urban community with a strong mix of cultural and social diversity, intellectual vitality, and technological innovation. The demographics of our diverse student body include 45% free/reduced lunch; 39% Caucasian; 28% Black/African American; 14% Hispanic/Latino; 12% Asian; and 7% mixed race, Native American, and Pacific Islander. About 30% of CPS students' first language is other than English. The district has eleven PreK-5 elementary schools, one PreK-8 school, four Gr. 6-8 upper schools, and the comprehensive Cambridge Rindge and Latin High School complemented by a High School Extension Program and the Rindge School of Technical Arts.

Dedicated to the twin ideals of academic excellence and social justice for all students, Cambridge students benefit from highly skilled teachers, class sizes that are smaller than state average, and a wealth of programs and resources supported by a projected annual FY 2016 budget of \$163.9 million. The City of Cambridge is home to unparalleled institutions such as Harvard University, Massachusetts Institute of Technology, and Lesley University. With over 100,000 people located in a 6.5 mile area, Cambridge preserves the neighborhood intimacy of a small city while serving as one of the most cosmopolitan intersections of individuals and ideas in the world.

The school district is governed by the Cambridge School Committee, a seven member board with six members elected at large, and the seventh member, the Mayor, who is elected by and among City Council members and serves as Chair of the School Committee.

SCOPE OF SERVICES

The Cambridge School Committee is seeking proposals from experienced search consultants to assist in recruiting applicants for the position of Superintendent of Schools.

The School Committee's Proposed Search Process Timeline is as follows:

- Community Meetings and Outreach June 2015
- Candidate Recruitment Late June – Early August 2015
- Screening and Initial Interviews Mid - August – September 2015
- Semi-Finalist Interviews Week of September 14, 2015
- Finalist Community Forum Week of September 28, 2015
- Finalist Site Visits Completed by October 9, 2015
- Selection of New Superintendent October 2015
- Candidate Start Date On or before July 2016

The successful bidder will work with the Cambridge School Committee to conduct an extensive search for highly qualified candidates. The scope of work will include, but is not limited to:

- Conduct all aspects of the recruitment process as directed by the School Committee.
- Meet with the School Committee and individual Committee members to assess the Committee's goals, priorities and objectives in selecting a new Superintendent of Schools.

- Work with the Committee and the Search Liaison to develop the position description and Leadership Profile for the next Superintendent of Schools.
- Develop and conduct a robust community engagement process that includes the conduction of a minimum of 15-20 community meetings, focus groups and community forums, an online survey, and other creative measures to facilitate gaining insight into the thoughts and opinions of key stakeholders to include School Committee members, parents and guardians, faculty and staff, city, civic, business and community representatives, and all other interested parties including diverse and typically underrepresented members of the community. Provide the School Committee with a written report of the results of community engagement efforts.
- Develop recruitment materials and conduct and engage in extensive national advertising, professional networking and other search activities including social media outlets as appropriate, to generate a diverse pool of highly qualified prospective candidates with previous experience working in an urban environment who match the established leadership profile, and includes prospective qualified candidates who may not have pursued a traditional Superintendent career track.
- Work with the School Committee and Search Liaison to identify, coordinate, train and lead an Advisory Community Based Interview Committee.
- Assist the School Committee in establishing selection criteria. Facilitate the applicant screening process.
- Pre-screen all applications using the selection criteria determined by the School Committee as specified within the Leadership Profile.
- Preserve and maintain the confidentiality of candidates to the extent permitted by law.
- Present at least 8-12 highly qualified preliminary candidates for the School Committee's consideration.
- Provide regular search status updates, prepare reports and provide recommendations to the School Committee as requested, and assure the Committee and the Search Liaison is updated throughout on the search process as to progress and status.
- Coordinate and facilitate the interview process with initial and finalist candidates.
- Arrange site visits with the final candidates and coordinate a finalist community forum(s).
- Conduct thorough reference and background/credential verification checks.
- Assist the School Committee in the final selection process and in final contract negotiations with the successful candidate as may be requested and required.
- Assist in facilitating a smooth transition of new leadership in the district.

- Conduct additional search and screening activities for prospective candidates as may be required if the first search for a candidate for the position of Superintendent of Schools is unsuccessful.

Minimum Quality Requirements

In order for a proposal to receive further consideration, a Vendor must unconditionally circle “Yes” in response to each question set forth in this section. The City shall reject in its entirety the proposal of any Vendor who refuses or fails to check “Yes” to each question below, or any vendor that checks “Yes” but attempts to modify, qualify or limit its affirmative response. The Vendor shall also attach to its proposal any and all information or documentation requested in this section of the RFP.

1. The firm has national experience recruiting Superintendent of Schools or other similar leaders for urban school districts as demonstrated by a history of positions successfully recruited over the past five (5) years. Successful accomplishment of the aforementioned criteria must be documented by a list of school districts for which candidates have been recruited and the positions filled by recruited candidate.
YES NO
2. The firm has been successful in recruiting and placing diverse, highly qualified School Superintendents or similar leaders for racially integrated school districts.
YES NO
3. The firm has the capacity to generate the necessary advertisements, brochures, professional networking, social media, and other recruitment outreach as evidenced by documented past experience and samples of advertisements, brochures, and recruitment strategies and to fulfill all other requirements of the scope of services within the project schedule.
YES NO
4. The firm has managed successful community engagement components of a Superintendent of Schools search process.
YES NO
5. The firm has provided a list of references that includes the name of the school district, the title of the position for which the search was conducted, the name of the reference and contact information, the size of the district (student enrollment), and the year in which the search was performed.
YES NO
6. The firm must be able to execute this contract in time for a final vote by the School Committee to hire a new Superintendent of Schools by no later than October 31, 2015.
YES NO
7. The firm is available to initially meet with the School Committee on or about June 16, 2015.
YES NO

If Addenda issued by the City, this proposal includes addenda numbered: _____

THIS FORM MUST BE SUBMITTED WITH YOUR NON-PRICE PROPOSAL

COMPARATIVE EVALUATION CRITERIA

Successful proposals will include at a minimum, examples of recent searches similar to the scope described in this Request for Proposal. Responses to this Request for Proposal will also be evaluated according to the following criteria, which are intended to assist the City in evaluating the proposals. Responses to the following areas should be brief, yet complete.

Each responsive and responsible proposal shall be assigned a composite rating using the categories of “highly advantageous” “advantageous” and “not advantageous.”

I. Experience

Highly Advantageous: The Proposer has five (5) or more years of experience in conducting successful Superintendent of School search processes, and during the past five (5) years has completed at least five (5) successful searches for a School Superintendent, at least two (2) of which are of similar or greater size and demographics as Cambridge, Massachusetts.

Advantageous: The Proposer has five (5) or more years of experience in conducting successful Superintendent of School search processes, and during the past three (3) years has completed at least three (3) successful searches for a School Superintendent, with at least one (1) in the New England region.

Not Advantageous: The Proposer has fewer than three (3) years of experience in successful public school or similar executive searches and has completed only one (1) successful search for a Superintendent of Schools or similar position.

II. Key Personnel and Capacity

Highly Advantageous: The Proposer has more than five (5) consultants on staff to perform Superintendent’s searches and the key personnel identified by the Proposer to work with the Cambridge Public Schools has five (5) or more years of consulting experience in conducting Superintendent of School searches.

Advantageous: The Proposer has more than three (3) consultants on staff to perform Superintendent’s searches and the key personnel identified by the Proposer to work with the Cambridge School Committee has at least three (3) or more years of consulting experience in conducting Superintendent of School searches.

Not Advantageous: The Proposer has at least two (2) consultants on staff to perform Superintendent’s searches and the key personnel identified to work with the Cambridge School Committee has conducted at least one (1) search but has less than three (3) years of consulting experience in conducting Superintendent of Schools searches.

III. Recruitment Strategy and Search Plan

Highly Advantageous: The proposal contains a clear and comprehensive recruitment strategy and search plan that addresses all of the objectives stated in the Scope of Services and Proposal submission requirements, and includes examples of how the Proposer’s established network of professional educational contacts will be used in the search and recruitment process to attract a broad range of highly qualified candidates, including women and those from racially and ethnically diverse backgrounds.

Advantageous: The proposal contains a clear and comprehensive recruitment strategy and search plan that addresses more than half of the objectives stated in the Scope of Services and Proposal submission requirements, and includes examples of how the Proposer’s established network of professional educational contacts will be used in the search and recruitment process to attract a broad range of highly qualified candidates, including women and those from racially and ethnically diverse backgrounds.

Not Advantageous: The proposal contains a recruitment strategy and search plan that addresses less than half of the objectives stated in the Scope of Services and Proposal submission requirements and includes examples of how the Proposer’s established network of professional educational contacts will be used in the search and recruitment process to attract a broad range of highly qualified candidates, including women and those from racially and ethnically diverse backgrounds..

IV. Search Timeline

Highly Advantageous: The Proposer’s proposed search timeline adheres to the School Committee’s proposed search timeline as summarized within this Scope of Services.

Advantageous: The Proposer’s proposed search timeline is reflective of the School Committee’s proposed search timeline as summarized within this Scope of Services with slight recommended modifications.

Not Advantageous: The Proposer’s proposed search timeline is not reflective of the School Committee’s proposed search timeline as summarized within this Scope of Services and reflects significant recommended modifications.

V. Approach to Community Engagement

Highly Advantageous: The proposal provides more than three (3) examples where the firm has organized and conducted community forums, surveys and other means of generating community involvement, including outreach to diverse members of the community, and has organized, trained and facilitated community working groups as part of an executive search process, with one of these examples leading to the hiring of a Superintendent of Schools.

Advantageous: The proposal provides at least three (3) examples where the firm has organized and conducted community forums, surveys and other means of generating community involvement, including outreach to diverse members of the community and has organized, trained and facilitated community working groups as part of an executive search process, with one of these examples leading to the hiring of a Superintendent of Schools.

Not Advantageous: The proposal provides less than three (3) examples where the firm has organized and conducted community forums, surveys and other means of generating community involvement, and has organized, trained and facilitated community working groups as part of an executive search process, with one of these examples leading to the hiring of a Superintendent of Schools with limited or no examples of outreach to diverse members of the community.

VI. Recruitment Materials

Highly Advantageous: The proposal includes samples of advertisements, brochures and other forms of candidate outreach from at least five (5) different Superintendent searches, with at least one (1) involving a Superintendent of Schools search in Massachusetts.

Advantageous: The proposal includes samples of advertisements, brochures and other forms of candidate outreach from at least three (3) different executive searches, with at least one (1) involving a Superintendent of Schools search.

Not Advantageous: The proposal includes fewer than three (3) samples of advertisements, brochures and other forms of candidate outreach or none involve a Superintendent search.

VII. References

Highly Advantageous: The Proposer provides at least five (5) sources of favorable references for Superintendent searches performed within the past three (3) years.

Advantageous: The Proposer provides at least three (3) sources of favorable references for Superintendent searches performed within the last three (3) year.

Not Advantageous: The Proposer provides less than three sources of favorable references, and/or references which are not current within three (3) years.

VIII. Interview/Presentation (Should the Evaluation Committee decide to conduct interviews/presentations)

Highly Advantageous: The Proposer had all integral members of its search team at the interview/presentation and gave an organized, articulate presentation that responded to all elements of the Scope of Services and gave complete, directed responses to all questions asked.

Advantageous: The Proposer had all integral members of its search team at the interview/presentation and gave a fairly organized, articulate presentation that responded to many elements of the Scope of Services and gave complete, directed responses to all questions asked.

Not Advantageous: The Proposer had some of the integral members of its search team at the interview/presentation and/or gave a poorly organized presentation that responded to few elements of the Scope of Services.

Successful attainment of the above criteria to be at the discretion of the City of Cambridge.

REQUIRED SUBMISSIONS

1. Price Proposal Form (see attached). The Price Proposal form must be submitted in a sealed envelope marked Price Proposal, separate from the proposal.
2. Anti-Collusion and Tax Compliance Form (see attached)
3. CORI Compliance Form (see attached)
4. Resumes of individuals assigned to this contract
5. List of references that includes the name of the school district, the title of the position for which the search was conducted, the name of the reference and contact information, the size of the district (student enrollment), and the year in which the search was performed.

PRICE PROPOSAL

This Price Proposal form must **be submitted in a sealed envelope marked Price Proposal, separate from the proposal.** Failure to adhere to this instruction will result in automatic disqualification of your proposal. Price must remain firm for the entire contract.

Flat Fee \$ _____

Flat Fee in words: _____

Please include a supplemental sheet with an itemized breakdown of the fee including:

Hourly Rates of each staff member assigned to the City of Cambridge contract: _____/hr

Name of Bidder: _____

Signature of Bidder: _____

If Addenda issued by the City, this proposal includes addenda numbered: _____

Signature of Individual submitting proposal: _____

Name of business: _____

Address of Bidder: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Please check one of the following and insert the requested information:

() Corporation, incorporated in the State of: _____

() Partnership. Names of partners: _____

() Individual _____

THIS PRICE PROPOSAL FORM MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE MARKED PRICE PROPOSAL

Anti-Collusion and Tax Compliance Certificate

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

As required by MGL Chapter 62C, Section 49A, the undersigned further certifies under penalty of perjury that the bidder has complied with all of the laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature: _____

Name of person signing proposal: _____

Title of officer signing for firm, if applicable: _____

Name of business, of applicable: _____

Address: _____

Signature of all firm partners, if applicable: _____

THIS FORM MUST BE SUBMITTED WITH THE PROPOSAL.

CORI COMPLIANCE FORM

Persons and businesses supplying goods and/or services to the City of Cambridge (“Vendors”), who are required by law to perform CORI checks, are further required by Section 2.112.060 of the Cambridge Municipal Code to employ fair policies, practices and standards relating to the screening and identification of persons with criminal backgrounds through the CORI system. Such Vendors, when entering into contracts with the City of Cambridge, must affirm that their policies, practices and standards regarding CORI information are consistent with the policies, practices and standards employed by the City of Cambridge as set forth in the City of Cambridge CORI Policy (“CORI Policy”) attached hereto.

CERTIFICATION

The undersigned certifies under penalties of perjury that the Vendor employs CORI related policies, practices and standards that are consistent with the provisions of the attached CORI Policy. **All Vendors must check one of the three lines below.**

1. _____ CORI checks are not performed on any Applicants.
2. _____ CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policies, practices and standards are consistent with the policies, practices and standards set forth in the attached CORI Policy.
3. _____ CORI checks are performed on some or all Applicants. The Vendor’s CORI policies, practices and standards are not consistent with the attached CORI Policy. Please explain on a separate sheet of paper.

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

Signature

(Name of Business)

NOTE:

The City Manager, in his sole discretion may grant a waiver to any Vendor on a contract by contract basis.

Instructions for Completing CORI Compliance Form:

A Vendor should not check Line 1 unless it performs NO CORI checks on ANY applicant. A Vendor who checks Line 2 certifies that the Vendor’s CORI policy conforms to the policies, practices and standards set forth in the City’s CORI Policy. A Vendor with a CORI policy that does NOT conform to the City’s CORI Policy must check Line 3 and explain the reasons for its nonconformance in writing. Vendors, who check Line 3, will not be permitted to enter into contracts with the City, absent a waiver by the City Manager.

THIS FORM MUST BE SUBMITTED WITH THE PROPOSAL

APPENDIX A
Sample
City Of Cambridge/Cambridge Public Schools
Articles of Agreement

Commodity:
File Number:

This agreement is made and entered into this **XX/XX/XX** by and between the **City of Cambridge/Cambridge Public Schools**, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, and xxxxxxxxx, a xxxxxxxx existing under the laws of the **XXXXXXXX** ("the Contractor").

Address: XXXXXXXX

Telephone: xxx-xxx-xxx, Fax: xxx-xxx-xxx, Attention: xxxxxxx

Email Address: xxxxxxxxx

Article I. Definition. "This Contract" as used herein shall mean these Articles of Agreement and "the bid documents," which include, but are not limited to, the instructions to bidders, the Contractor's bid or proposal, the specifications, the general conditions, the requirements, the applicable addenda, and all documents and forms submitted with the Contractor's bid or proposal.

Article II. Duration. The Contractor shall commence the performance of this contract for the period beginning on **xx/xx/xx** and ending on **xx/xx/xx**.

Article III. Terms. The Contractor agrees to provide the services all in accordance with the bid documents of **xx/xx/xx**.

Contract Value: xxxxxxxxx

Article IV. Payment. The **City of Cambridge/Cambridge Public Schools** agrees to pay to Contractor the sum set forth in the Contractor's bid or proposal. **Contractor shall invoice department to which it provided the service, not the Purchasing Department.**

Article V. Termination. The following shall constitute events of default under this Contract requiring immediate termination: a) any material misrepresentation made by the Contractor, b) any failure by the Contractor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the **City of Cambridge/Cambridge Public Schools**, (iv) failure to promptly re-perform within reasonable time the services that were rejected by the **City of Cambridge/Cambridge Public Schools** as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and nondiscrimination, and (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

Except as otherwise provided in the Articles of Agreement, the **City of Cambridge/Cambridge Public Schools** may terminate the contract upon seven days notice.

Article VI. Damages. From any sums due to the Contractor for services, the **City Of Cambridge/Cambridge Public Schools** may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the City as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

Article VII. Conflict. In the event there is a conflict between these Articles and the bid documents, the bid documents shall supersede these articles.

Article VIII. Governing laws and ordinances. This Contract is made subject to all the laws of the Commonwealth and the Ordinances of the **City Of Cambridge** and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void (the remainder of the Contract shall not be affected) and the laws or ordinances shall be operative in lieu thereof.

Article IX. Performance Security. Upon execution of this Contract by the Contractor, the Contractor shall furnish to the **City of Cambridge/Cambridge Public Schools** security for the faithful performance of this Contract in the amount of 0% of the value of the bid in the form of a performance bond issued by a surety satisfactory to the city or in the form of a certified check.

Article X. Equal Opportunity. the Contractor in the performance of all work under this contract will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental of equipment. The **City of Cambridge/Cambridge Public Schools** may cancel, terminate or suspend the contract in whole or in part for any violation of this article.

Article XI. Assign ability. The Contractor shall not assign, sell, subcontract or transfer any interest in this contract without prior written consent of the city.

In witness whereof the parties have hereto and to four other identical instruments set their hands the day and year first above written.

Approved as to Form subject to the approval of the School Committee:

The Contractor:

Nancy E. Glowa
City Solicitor

Signature

Richard C. Rossi
City Manager

Name (printed)

Secretary of the School Committee
For the Cambridge School Committee

Amy L. Witts
Purchasing Agent

GENERAL TERMS AND CONDITIONS

LAWS: All deliveries shall conform in every respect with all applicable laws of the Federal government, Commonwealth of Massachusetts and City of Cambridge.

EQUAL OPPORTUNITY

The Vendor in the performance of the contract shall not discriminate on the grounds of race, color, religious creed, national origin or ancestry, age, isability,sexual orientation, marital status, family status, military status, source of income, or sex in employment practices or in the selection or retention of subcontractors, and in the procurement of materials or rental of equipment. The City may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph

TAXES: Purchases made by the City are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax (except for gasoline) and any such taxes must not be included in the bid prices.

QUANTITIES: Unless otherwise stated, the quantities set forth herein are ESTIMATES ONLY. The City reserves the right to purchase the commodity(ies) specified in any amount less than the estimated amount.

BID PRICES: Bid prices shall include transportation and delivery charges fully prepaid to the City of Cambridge destination. Where the unit price and the total price are at variance, the unit price will prevail.

DELIVERY AND PACKAGING: Deliveries must be made in such quantities as called for in the purchase order and in the manufacturer's original packages. All deliveries must be **“inside” delivery with no assistance from City personnel. Tailgate deliveries will not be accepted.** Rejected material will be returned to the vendor at the vendor's expense.

MODIFICATION OF BIDS: Prior to bid opening, a bidder may correct, modify or withdraw its bid by making the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope indicating that it contains a modification or correction of the original bid submitted for the particular commodity and indicating the time and date of the bid opening.

REJECTION OF BIDS: The City reserves the right to reject any and all bids if it is in best interest of the City to do so.

AWARD OF CONTRACT: Contract(s) will be awarded within forty-five days of the bid opening unless award date is extended by consent of all parties concerned.

INDEMNITY: Unless otherwise provided by law, the Vendor will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees

TERMINATION OF CONTRACT: Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.

ASSIGNABILITY: The Vendor shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the City.

MATERIAL SAFETY DATA SHEETS: Pursuant to M.G.L. c. 111F, ss. 8, 9, and 10, any vendor who receives a contract resulting from this invitation agrees to submit a Material Safety Data Sheet for each toxic or hazardous substance or mixture containing such substance when deliveries are made. The vendor agrees to comply with all requirements set forth in the pertinent laws above.

APPENDIX B

Chapter 2.121

LIVING WAGE ORDINANCE

Sections:

2.121.010	Title and Purpose
2.121.020	Definitions
2.121.030	Living Wage
2.121.040	Waivers and Exceptions
2.121.050	Notification Requirements
2.121.060	Duties of covered Employers
2.121.070	Community Advisory Board
2.121.080	Enforcement
2.121.090	Severability
2.121.100	Effective Date

2.121.010 Title and Purpose.

This Chapter shall be known as the "Cambridge Living Wage Ordinance". The purpose of this ordinance is to assure that employees of the City of Cambridge and employees of City contractors, subcontractors and beneficiaries of tax abatements, loans, grants, subsidies and other assistance provided by the City earn an hourly wage that is needed to support a family of four.

2.121.020 Definitions.

For the purposes of this ordinance, the term:

(a) "**Applicable Department**" means the Personnel Department for employees of the City of Cambridge, the Purchasing Department, with the advice and assistance of the appropriate department which receives the services, for Covered Employers who contract or subcontract with the City of Cambridge, the School Department for employees, contractors and subcontractors of the School Department, and the City Manager's Office for any other Person who is a Beneficiary of assistance other than a contract or subcontract.

(b) "**Assistance**" means:

(1) any grant, loan, tax incentive, bond financing, subsidy, or other form of assistance valued at least \$10,000 that an employer receives by or through the authority or approval of the City of Cambridge, including, but not limited to, c. 121A tax abatements, industrial development bonds, Community Development Block Grant (CDBG) loans and grants, Enterprise Zone designations awarded after the effective date of this Chapter, and the lease of city owned land or buildings below market value; and

(2) any service contract, as defined herein, of at least \$10,000 with the City of Cambridge that is made with an employer to provide services pursuant to G.L.c. 30B or other public procurement laws, awarded, renegotiated or renewed after the effective date of this Chapter.

(3) any service subcontract, as defined herein, of at least \$10,000.

(c) "**Beneficiary**" means:

(1) any person who is a recipient of Assistance;

(2) any company or person that is a tenant or sub-tenant, leaseholder or sub-leaseholder of a recipient of Assistance, provided that said company or person employs at least 25 persons and occupies property or uses equipment or property that is improved or developed as a result of Assistance, after the effective date of this Chapter; and

(d) "Covered Employer" means the City of Cambridge or a Beneficiary of Assistance.

(e) "Covered Employee" means:

(1) a person employed by the City of Cambridge except for persons in those positions listed in Section 2.121.040(j) of this ordinance; and

(2) a person employed by a Covered Employer, or a person employed by an independent contractor doing business with a Covered Employer, who would directly expend any of his or her time on the activities funded by the contract or the activities for which the Beneficiary received the Assistance, except for persons in those positions listed in Section 2.121.040(j) of this ordinance..

(f) "Living Wage" has the meaning stated in Section 2.121.030.

(g) "Person" means one or more of the following or their agents, employees, servants, representatives, and legal representatives: individuals, corporations, partnerships, joint ventures, associations, labor organizations, educational institutions, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, fiduciaries, and all other entities recognized at law by the Commonwealth of Massachusetts.

(h) "Service Contract" means a contract let to a contractor by the City of Cambridge for the furnishing of services, to or for the City, except contracts where services are incidental to the delivery of products, equipment or commodities. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not a "service contract" for the purposes of this definition.

(i) "Service Subcontract" means a subcontract primarily for the furnishing of services, to or for a recipient of Assistance, except where services are incidental to the delivery of products, equipment or commodities. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not a "service subcontract" for the purposes of this definition.

2.121.030 Living Wage.

(a) Applicability. Covered Employers shall pay no less than the Living Wage to their employees.

(b) Amount of wage. The Living Wage shall be calculated on an hourly basis and shall be no less than \$10.00, subject to adjustment as provided herein. The Living Wage shall be upwardly adjusted each year no later than March first in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Annual Average Consumer Price Index for All Urban Consumers (CPI -U) Boston-Lawrence-Salem, MA - NH, as published by the Bureau of Labor Statistics, United States Department of Labor applied to \$10.00.

(c) No reduction in collective bargaining wage rates. Nothing in this Chapter shall be read to require or authorize any beneficiary to reduce wages set by a collective bargaining agreement.

(d) Cuts in non-wage benefits prohibited. No Beneficiary will fund wage increases required by this Chapter, or otherwise respond to the provisions of this Chapter, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of its employees.

2.121.040 Waivers and Exceptions.

(a) Waivers. A Covered Employer may request that the City Manager grant a partial or whole waiver to the requirements of this Chapter.

(b) General Waivers. Waivers may be granted where application of this Chapter to a particular form of Assistance is found by the City Solicitor to violate a specific state or federal statutory, regulatory or constitutional provision or provisions, and the City Manager approves the waiver on that basis.

(c) Hardship Waivers for certain not-for-profit employers. An employer, who has a contract with the City of Cambridge which is not subject to the provisions of G.L. c. 30B, may apply to the City Manager for a specific waiver where payment of the Living Wage by a not-for-profit Covered Employer would cause a substantial hardship to the Covered Employer.

(d) Chapter 30B contract waivers. Prior to issuing an invitation for bids for a procurement contract subject to the provisions of G.L. c. 30B, any Applicable Department may apply to the City Manager for a waiver of the application of the Living Wage to the contract where payment of the Living Wage by a Covered Employer would make it inordinately expensive for the City to contract for the services or would result in a significant loss of services, because the contracted work cannot be segregated from the other work of the Covered Employer.

(e) General Waiver Request Contents. All General Waiver requests shall include the following:

- (1) The nature of the Assistance to which this Chapter applies;
- (2) The specific or official name of the Assistance and Assistance program, the statutory or regulatory authority for the granting of the Assistance, and a copy of that authority;
- (3) The conflicting statutory, regulatory, or constitutional provision or provisions that makes compliance with this Chapter unlawful, and a copy of each such provision; and
- (4) A factual explication and legal analysis of how compliance with this Chapter would violate the cited provision or provisions, and the legal consequences that would attach if the violation were to occur.

(f) Hardship Waiver Request Contents. All Hardship Waiver requests shall include the following:

- (1) The nature of the Assistance to which this Chapter applies;
- (2) A detailed explanation of why payment of the Living Wage would cause a substantial hardship to the Covered Employer; and
- (3) A statement of proposed wages below the Living Wage.

(g) Chapter 30B Contract Waiver Request Contents. A Chapter 30B contract waiver request shall include the following:

- (1) The nature of the Assistance to which this Chapter applies;
- (2) A detailed explanation of why the contracted work cannot be segregated from the other work of the bidding Covered Employers thereby making the cost of the contract with the payment of the Living Wage inordinately expensive or would result in a significant loss of services;

(h) Community Advisory Board review and recommendation regarding waiver requests. The Community Advisory Board, as described in Section 2.121.070 of this ordinance, shall consider waiver requests along with their supporting documentation and analysis, and may hold a public hearing to consider the views of the public before making a recommendation to the City Manager regarding the waiver request. For a hardship waiver, the Community Advisory Board shall offer an opportunity to be heard to employees of the Covered Employer. After reviewing the recommendation of the Community Advisory Board, the City Manager may approve and grant or deny all or part of a request. The City Manager may in his or her discretion grant a temporary hardship waiver pending the hearing before the Community Advisory Board. For Chapter 30B contract waivers, the Community Advisory Board shall make its recommendation to the City Manager no more than thirty days after it is notified of the request for a Chapter 30B contract waiver.

(i) Terms of exceptions. If an employer is subject to this Chapter as a result of its receipt of more than one kind of Assistance covered by this Chapter, and if the City Manager grants a waiver with respect to one form of Assistance, the City Manager need not find that this Chapter is inapplicable to the employer with respect to another form of Assistance received by the employer.

(j) Exceptions. The following positions will be excepted from the requirement of the payment of the Living Wage upon certification in an affidavit in a form approved by the Applicable Department and signed by a principal officer of the Covered Employer that the positions are as follows:

(1) youth hired pursuant to a 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;

(2) work-study or cooperative educational programs;

(3) trainees who are given a stipend or wage as part of a job training program that provides the trainees with additional services, which may include, but are not limited to, room and board, case management, or job readiness services.

(4) persons working in a recognized supported employment program that provides workers with additional services, which may include, but are not limited to, room and board, case management, counseling, or job coaching:

(5) positions where housing is provided by the employer;

(6) employees who are exempt from federal or state minimum wage requirements; and

(7) individuals employed by the City of Cambridge where the employment of such individuals is intended primarily to provide a benefit or subsidy to such individuals, although the City is compensating them for work performed.

2.121.050 Notification Requirements.

All Applicable Departments shall provide in writing an explanation of the requirements of this ordinance in all requests for bids for service contracts and to all persons applying for Assistance as defined by this ordinance. All persons who have signed a service contract with the City of Cambridge or a contract for Assistance shall forward a copy of such requirements to any person submitting a bid for a subcontract on the Assistance contract.

2.121.060 Duties of Covered Employers.

(a) Notification Requirements. Covered employers shall provide each Covered employee with a fact sheet about this ordinance and shall post a notice about the ordinance in a conspicuous location visible to all employees. The fact sheet and poster shall be provided to the Covered Employer by the Applicable Department and shall include:

(1) notice of the Living Wage amount;

(2) a summary of the provisions of this ordinance;

(3) a description of the enforcement provisions of the ordinance;

(4) the name, address, and phone number of a person designated by the Applicable Department to whom complaints of noncompliance with this ordinance should be directed.

(b) Contract for Assistance. At the time of signing a contract for assistance with the City of Cambridge or with a Beneficiary, the contract must include the following:

(1) the name of the program or project under which the contract or subcontract is being awarded;

(2) a local contact name, address, and phone number for the Beneficiary;

(3) a written commitment by the Beneficiary to pay all Covered Employees not less than the Living Wage as subject to adjustment under this ordinance and to comply with the provisions of this ordinance;

(4) a list of Covered Employees under the contract with the employees' job titles;

(5) a list of all subcontracts either awarded or that will be awarded to Beneficiaries with funds from the Assistance. Upon signing any subcontracts, the Covered Employer shall forward a copy of the subcontract to the Applicable Department.

(c) Maintenance of payroll records. Each Covered Employer shall maintain payrolls for all Covered Employees and basic records relating thereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the job title and classification, the number of hours worked each day, the gross

wages, deductions made, actual wages paid, and copies of social security wage and withholding reports, and evidence of payment thereof and such other data as may be required by the Applicable Department from time to time.

(d) Applicable Department duties. The Applicable Department shall cause investigations to be made as may be necessary to determine whether there has been compliance with this Ordinance. The Applicable Department shall report the findings of all such investigations to the Community Advisory Board.

(e) Covered Employer to cooperate. The Covered Employer shall submit payroll records on request to the Applicable Department. The Covered Employer shall permit City representatives to observe work being performed upon the work site, to interview employees and to examine the books and records relating to the payrolls being investigated to determine payment of wages.

(f) City Assistance Reports. Each Applicable Department shall file a City Assistance Report with the City Manager and the Community Advisory Board by July 31 of each year. The report shall include, for each Assistance package or contract approved during the preceding fiscal year:

- (1) the name of the Applicable Department (awarding agency), the name of the specific program under which the Assistance was awarded, and the origin of funds for Assistance;
- (2) a description of the purpose or project for which the Assistance was awarded;
- (3) the name, address, and phone number of a local contact person for the Covered Employer;
- (4) the total cost to the City of Assistance provided to each Beneficiary, including both face-value of Assistance, as well as revenue not collected as a result of the Assistance.

2.121.070 Community Advisory Board.

(a) Purpose. The purpose of the Community Advisory Board shall be to review the effectiveness of this Ordinance at creating and retaining Living Wage jobs, to make recommendations to the City Manager regarding the granting of Waivers to Covered Employers, to review the implementation and enforcement of this ordinance, and to make recommendations from time to time in connection therewith.

(b) Composition. The Community Advisory Board shall be composed of nine members and shall include representatives of labor unions, community organizations and the business community. All members will be appointed by the City Manager. Members of the Board shall serve a three-year term. Whenever a vacancy shall occur the City Manager shall appoint a replacement within thirty days of said vacancy.

(c) Meetings. The Community Advisory Board shall meet quarterly and in special session as required. All meetings of the Board shall be open to the public and will allow for public testimony on the uses of the City Assistance generally, and on specific instances of Assistance or proposed Assistance as received or sought by individual enterprises.

(d) Conflict of Interest. No member of the Community Advisory Board shall participate in any proceeding concerning a Beneficiary, a Covered Employer or a Covered Employee, or applicant for waiver or exemption, if the member or any member of his or her immediate family has a direct or indirect financial interest in the outcome of said proceeding.

2.121.080 Enforcement.

(a) Enforcement powers. In order to enforce this Chapter, the Applicable Department may, with the approval and assistance of the City Solicitor, issue subpoenas, compel the attendance and testimony of witnesses and production of books, papers, records, and documents relating to payroll records necessary for hearing, investigations, and proceedings. In case of failure to comply with a subpoena, the City may apply to a court of appropriate jurisdiction for an order requiring the attendance and testimony of witnesses and the productions of books, papers, records, and documents. Said court, in the case of a refusal to comply with any such subpoena, after notice to the person subpoenaed, and upon finding that the attendance or testimony of such witnesses or the production of such books, papers, records, and documents, as the case may be, is relevant or necessary for such hearings, investigation, or

proceedings, may issue an order requiring the attendance or testimony of such witnesses or the production of such documents and any violation of the court's order may be punishable by the court as contempt thereof.

(b) Complaint procedures. An employee who believes that he or she is a Covered Employee or an applicant for a position to be filled by a Covered Employee who believes that his or her employer is not complying with requirements of this Chapter applicable to the employer may file a complaint with the Applicable Department or with the Community Advisory Board. Complaints of alleged violations may also be filed by concerned citizens or by the City Council. Complaints of alleged violations may be made at any time, but in no event more than three years after the last date of alleged violation, and shall be investigated promptly by the Applicable Department. Statements written or oral, made by an employee, shall be treated as confidential and shall not be disclosed to the Covered Employer without the consent of the employee.

(c) Investigations and hearings. The Applicable Department shall investigate the complaint, and may, in conjunction with the City Solicitor, and in accordance with the powers herein granted, require the production by the employer of such evidence as required to determine compliance. Prior to ordering any penalty the applicable Department shall give notice to the employer and conduct a hearing. If at any time during these proceedings, the employer voluntarily makes restitution of the wages not paid to the employee making the complaint and to any similarly situated employees, by paying all back wages owed plus interest at the average prior year Massachusetts passbook savings bank rate, or otherwise remedies the violation alleged if the violation involves matters other than wages, then the Applicable Department shall thereafter dismiss the complaint against the employer.

(d) Remedies. In the event that the Applicable Department, after notice and hearing, determines that any Covered Employer has failed to pay the Living Wage rate or has otherwise violated the provisions of this Chapter, the Applicable Department may order any or all of the following penalties and relief:

(1) Fines up to the amount of \$300 for each Covered Employee for each day that the Covered Employer is in violation of this Ordinance, except if the violation was not knowing and willful, then the total fine shall not exceed the amount of back wages plus interest owed;

(2) Suspension of ongoing contract and subcontract payments;

(3) Ineligibility for future City Assistance for up to three years beginning when all penalties and restitution have been paid in full. In addition, all Covered Employers having any principal officers who were principal officers of a barred beneficiary shall be ineligible under this section; and

(4) Any other action deemed appropriate and within the discretion and authority of the city.

Remedies in this section shall also apply to the party or parties aiding and abetting in any violation of this chapter.

(e) Private right of action. Any Covered Employee, or any person who was formerly employed by a Beneficiary, may bring an action to enforce the provisions of this Chapter to recover back pay and benefits, attorneys fees and costs, by filing suit against a Beneficiary in any court of competent jurisdiction.

(f) Remedies herein non-exclusive. No remedy set forth in this Chapter is intended to be exclusive or a prerequisite for asserting a claim for relief to enforce the right granted under this Chapter in a court of law. This Chapter shall not be construed to limit an employee's right to bring a common law cause of action for wrongful termination.

(g) Retaliation and discrimination barred. A Covered Employer shall not discharge, reduce the compensation or otherwise retaliate against any employee for making a complaint to the City, otherwise asserting his or her rights under this Chapter, participating in any of its proceedings or using any civil remedies to enforce his or her rights under the Chapter. The City shall investigate allegations of retaliation or discrimination and shall, if found to be true, after notice and a hearing, order appropriate relief as set out in paragraphs (c) and (d) herein

2.121.090 Severability.

In the event any provision of this ordinance shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

2.121.100 Effective Date.

This law shall be effective sixty (60) after final passage.

The Living Wage Ordinance (2.121) provides, at 1.121.030(b) that the wage shall be upwardly adjusted each year no later than March 1st in proportion to the increase in the Annual Average Consumer Price Index for the prior calendar year for All Urban Consumers (CPI-U) in the Boston area, as published by the federal Bureau of Labor Statistics.

For calendar year 1999, the CPI-U increased by 2.5%. Therefore the new living wage, as of March 1, 2000 is \$10.25.

For calendar year 2000, the CPI-U increased by 4.3%. Therefore the new living wage, as of March 1, 2001 is \$ 10.68.

For calendar year 2001, the CPI-U increased by 4.3%. Therefore the new living wage, as of March 1, 2002 is \$11.11.

For calendar year 2002, the CPI-U increased by 2.6% . Therefore the new living wage, as of March 1, 2003 is \$11.37.

The City Council has voted to amend the section of the Living Wage Ordinance (1.121.030 (b) that provides the method for calculating cost of living increases each year. As a result of this change, the living wage as of March 30, 2003 is \$11.44.

For calendar year 2003, the CPI-U increased by 3.76%. Therefore the new living wage, as of March 1, 2004 is \$11.87.

For calendar year 2004, the CPI-U increased by 2.7%. Therefore the new living wage, as of March 1, 2005 is \$12.19.

For calendar year 2005, the CPI-U increased by 3.3%. Therefore the new living wage, as of March 1, 2006 is \$12.59.

For calendar year 2006 the CPI-U increased by 3.1 %. Therefore the new living wage, as of March 1, 2007 is \$12.98.

For calendar year 2007 the CPI-U increased by 1.9 %. Therefore the new living wage, as of March 1, 2008 is \$13.23.

For calendar year 2008 the CPI-U increased by 3.5 %. Therefore the new living wage, as of March 1, 2009 is \$13.69.

For calendar year 2009 the CPI-U decreased by .67 %. Therefore the new living wage, as of March 1, 2010 will remain at \$13.69.

For calendar year 2010 the CPI-U increased by 1.57%. Therefore the new living wage, as of March 1, 2011 is \$13.90.

For calendar year 2011 the CPI-U increased by 2.71%. Therefore the new living wage, as of March 1, 2012 is \$14.28.

For calendar year 2012 the CPI-U increased by 1.58%. Therefore the new living wage, as of March 1, 2013 is \$14.51.

For calendar year 2013 the CPI-U increased by 1.37%. Therefore the new living wage, as of March 1, 2014 is \$14.71.

For calendar year 2014 the CPI-U increased by 1.61% Therefore the new living wage, as of March 1, 2015 is \$14.95.