

**REQUEST FOR QUALIFICATIONS (“RFQ”)
FOR ENERGY BROKER SERVICES FOR MUNICIPAL ELECTRICITY SUPPLY AND
COMMUNITY AGGREGATION SERVICES THAT INCLUDE RENEWABLE
ENERGY**

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 a.m., on Thursday, July 9, 2015 for furnishing the following to the City of Cambridge:

The City of Cambridge "the City" seeks proposals from qualified energy broker firms or retail suppliers to advise and facilitate the purchase of the municipal electricity supply with up to 100% renewable energy with the overall goal of reducing the greenhouse gas emissions from our electricity supply.

Background on the City of Cambridge’s Climate Change Goals

Respondents are encouraged to review the City’s community Climate Change Planning goals and our Municipal Sustainability projects, including our Climate Action Plans, Vulnerability and Adaptation Planning and the Net Zero Action Plan to get a sense of the overall approach and ideas developed by the City relating to climate change and the reduction of greenhouse gas emissions. These goals and projects can be found at <http://www.cambridgema.gov/CDD/climateandenergy/climatechangeplanning> and <http://www.cambridgema.gov/CDD/climateandenergy/municipalsustainability>

SECTION I. SCOPE OF SERVICES

A. Mechanisms for Increasing Renewable Power Purchases

There are two mechanisms that the City is interested in leveraging to increase the renewable power purchased by the City of Cambridge for municipal operations and for the community at large.

1. Municipal Energy Supply

The City’s contract for municipal electricity expires on December 1, 2015. The City Council has requested that the City Manager “investigate the possibility of entering into an agreement to obtain up to 100% renewable power for all municipal electricity needs” when procuring the upcoming municipal supply contract. The City consumes between 38,000,000 and 40,000,000 kWh of electricity per year, with a current competitive supply price of \$0.864/kWh. While price is a concern for the municipal supply we are also prioritizing a high quality renewable purchase that achieves additionality for all or part of the municipal electricity needs (see Renewable Energy Description below).

2. Community (Municipal) Aggregation

The Commonwealth of Massachusetts allows municipalities to negotiate and purchase electricity on behalf of basic service customers in their respective municipality via “Community Aggregation”. The City is interested in using community aggregation to increase the amount of renewable energy delivered to basic service customers in Cambridge. Price is a concern with aggregation, therefore we are interested in procuring high quality renewable energy, in excess of the Massachusetts Renewable Portfolio Standard (RPS) that does not increase rates \$/kWh compared to reasonable projected rates for the utility’s basic service over the term of the aggregation’s supply contract.

Responses to this RFQ may include proposals for Mechanism 1 or Mechanism 2 or both. When responding to Mechanism 1, proposers must address how it will achieve a municipal electricity supply contract by the December 1, 2015 deadline, even if proposing other long-term supply strategies.

B. Renewable Energy Description

1. Additionality and Renewable Energy Complexities

The power grid and electricity market are complex. National markets vary widely in regulatory structures, especially regarding the production of renewable energy and renewable energy credits (REC). Currently, regulators, academics and power industry leaders are grappling with many questions related to REC markets and additionality. Some of these questions include:

- Whether a REC represents a legitimate grid-wide GHG reduction and whether the buyer can take credit for the reduction?
- Whether a non-utility purchase of a REC in a leads to an increase in the grid-wide supply of renewable energy, or whether the increase would have happened anyway because the utility would have bought REC’s to meet a RPS standard?
- Whether a non-utility purchase of a REC in a regulated market that allows utilities to make Alternative Compliance Payments in lieu of buying renewable energy/RECs leads to an increase in the grid-wide supply of renewable energy, or whether the increase would have happened anyway because the utility would have bought REC’s to meet a RPS standard?
- How to quantify the other benefits of renewable power production such as cleaner air, jobs, and the ability to drive down renewable electricity costs when comparing a local renewable project or REC to a national renewable project or REC?

Proposals should briefly describe the proposer’s understanding of the topics of REC’s, additionality, and measurable GHG reductions in regulated utility markets such as Massachusetts.

2. City Renewable Energy Guidelines

Given the challenges of discerning what constitutes a high quality, impactful renewable power purchase that creates market change, the City is interested in procuring competitively sourced renewable energy that meets the following guidelines (unless the proposer provides substantive evidence that our goal can be achieved without one or more of these guidelines):

- Massachusetts Class I-eligible RECs - Includes and maximizes the portion of emissions reductions that come from the purchase of Massachusetts Class I-eligible RECs (beyond the requirement of the RPS).
- Additionality – The City’s purchase leads to new renewable energy added to the grid. Any renewable energy content claimed in the calculation to reduce emissions passes a thorough additionality test (i.e. that the renewable energy would not have been produced in the absence of the REC payments). The additionality test would be developed by the proposer in conjunction with industry experts.
- Retaining and Retiring RECs – The City can retain and retire the environmental attributes of the renewable electricity to apply to our GHG reduction goals.
- Bundled Electricity – The City would prefer to purchase a bundled product where both electricity and the REC’s from the same source are sold to the City together, but if an unbundled product is offered the product should still emit lower GHG emissions than the grid supply. If purchasing less than 100% bundled renewable electricity the City requires that all other electricity procured does not exceed the emissions profile of the NEPOOL Grid.
- Prospective RECs – The City can enter into a contract to purchase RECs from a renewable energy developer in advance of the project installation.
- Enables the City to install renewable electricity generation for its own supply without penalty under the supply contract.
- Creates positive economic benefits to the City either through a lower cost or a higher degree of predictability in long-term pricing.

Ultimately, the City would like to ensure the power market is receiving a strong signal - the City of Cambridge wants to promote responsible energy use and production and create a strong example for other cities to follow when procuring renewable energy.

C. Strategies to Achieve Renewable Energy Purchase goals

For Municipal Electricity Supply and/or Community Aggregation, proposals should include information on how the City can achieve its renewable energy purchase goals by implementing any of the following strategies:

1. Purchasing REC’s

For either mechanism the City would consider purchasing RECs that meet the requirements outlined below in Renewable Energy Description.

2. Direct Investment in a Renewable Project

As a part, or whole, of the municipal energy supply procurement, or the community aggregation, the City is interested in exploring directly investing in one or more renewable energy projects, either on-site or off-site. The qualified party would advise the City on the form of this investment including: cash investment, REC off-taker, bundled REC and electricity off-taker, Power Purchase Agreement with retired RECs, etc.

3. Other strategies

Bidders may propose for consideration other strategies to increase our renewable energy procurement for either the municipality or the community as a whole that meet the requirements outlined below in Renewable Energy Description.

D. Specific Tasks under This RFQ

1. *For Mechanism 1* (municipal electricity supply) as well as all other mechanisms and strategies described in this RFQ, the Proposer's responsibilities will, as appropriate, include but not be limited to:

- Develop a supplier procurement strategy for approval by the City that includes desired terms, services and features, qualification and selection criteria for suppliers and essential contract provisions for the selected suppliers.
- Assist the City with review and analysis and recommendation of supply contract awards.
- Act as broker during the procurement process and provide technical services during the negotiations with prospective suppliers. Nothing herein shall preclude the participating municipality from having outside legal counsel or other City staff/consultants review the terms and conditions of any negotiated contract.
- Oversee the transition process.
- Throughout the entire term of the electricity supply contract facilitate resolution of any issues that City is unable to directly resolve with supplier.
- Provide annual financial analyses comparing contract versus utility pricing and advise the City of pending or potential regulatory or market changes that will affect costs, supply or related issues.

2. *For Mechanism 2* (community aggregation) as well as all other mechanisms and strategies described in this RFQ, the Respondent's responsibilities will, as appropriate, include but not be limited to:

- Develop and secure approval of an aggregation plan.
- Develop a supplier procurement strategy for approval by the City that includes desired terms, services and features, qualification and selection criteria for suppliers and essential contract provisions for the selected suppliers.
- Assist the City with review, analysis, and recommendations on the award of the supply contract.
- Act as a broker during the procurement process and provide technical services during the negotiations with prospective suppliers. Nothing herein shall preclude the participating municipality from having outside legal counsel review the terms and conditions of any negotiated contract.
- Oversee enrollment/transition process.

- Provide public education and manage and monitor the aggregation program.
- Prepare required filings and reports and annual financial analyses comparing contract v. utility pricing.
- Advise City of pending or potential regulatory or market changes that will affect costs, supply or related issues.

SECTION II. INSTRUCTIONS TO PROPOSERS

A. Required Submissions

Each proposal must contain, at minimum, the following documents:

1. Résumés of all persons participating in the RFQ, including, but not limited to, the principals and consultants with a brief description of their respective responsibility(ies) on this Project.
2. Current copies of all licenses or certifications that are necessary to perform the services you are proposing.
3. A list of at least three (3) entities for which you have conducted similar services. Please include the name and telephone number of the contact person at each, the year of the contract, and the nature of the project. These contacts shall serve as references. Also, include no less than three personal references of the key members assigned to the project, also from former clients. Such references will be used to determine an offeror's responsibility. The City reserves the right to use itself as a reference.
4. a completed CORI form and;
5. a signed Anti Collusion/Tax Compliance Form.

B. Submission of the Proposal

One (1) original proposal (marked "ORIGINAL") and eight (8) of copies of the proposal in a sealed package marked "*File No. 6901, RFQ ENERGY BROKER SERVICES FOR MUNICIPAL ELECTRICITY AND COMMUNITY AGGREGATION WITH RENEWABLE ENERGY*" must be delivered to Amy L. Witts, Purchasing Agent, City of Cambridge Purchasing Department, 795 Massachusetts Avenue, Third Floor, Cambridge, MA 02139 no later than 11:00 AM, Thursday, July 9, 2015. It is the responsibility of the applicant to insure that delivery is made in a proper and timely fashion. Any proposals received after such time will not be accepted, unless this date and time have been changed by addendum. Delivery to any other office or department does not constitute compliance with this paragraph.

C. Questions and Clarifications

Any questions or requests for clarification must be either submitted in writing to **Amy L. Witts, Purchasing Agent**, Cambridge City Hall, 795 Massachusetts Avenue, Cambridge, Massachusetts or faxed to 617-349-4008, no later than 11:00 a.m. on **MONDAY, JULY 6, 2015**.

An Addendum will be posted to the Purchasing website with clarifications or answers to the questions. It is the responsibility of the proposer to check the websites for Addenda.

D. Correction, Modification or Withdrawal of Proposal

Prior to the deadline for receipt of proposals, an applicant may correct, modify, or withdraw its proposal by making the request in writing. All corrections, modifications, or withdrawals must be delivered to the Purchasing Department in a sealed envelope with a notation on the envelope indicating the title of the project, the deadline for the receipt of the proposals and a notation that the envelope contains a correction, modification, or withdrawal of the original proposal submitted for the particular project.

E. Duration of Proposal

A proposal will remain in effect for a period of ninety (90) calendar days from the deadline for submission of proposals, until it is formally withdrawn according to the procedures set forth herein, a contract is executed, or this RFQ is cancelled, whichever occurs first. The City reserves the right to reject any and all proposals, or portions thereof.

F. Selection Process

Although the services that are the subject of this RFQ are exempt from public bidding laws the City is committed to conducting a fair and equitable process and have put in place the following selection process. All proposals will be reviewed by a Selection Committee whose membership has been approved by the City Manager ("the Committee"). Depending on the number of proposals received, the Committee may interview some or may interview all proposers. Interviews are schedule for July 20, 2015 between 5:00 and 8:00 p.m. and July 27, 2015 between 3:00 and 5:00 p.m. If additional interview times are needed they will be added. The Purchasing Agent will notify all proposers of the names of the proposers selected for interviews. The proposers chosen for interviews will be notified, either by mail, email, or telephone, of the date, time and place for their interviews and any other pertinent information related thereto. Within a reasonable period of time after the last interview, the Committee will make a recommendation of award of the contract to the City Manager. The City Manager may accept or reject the recommendation. The proposer selected by the City Manager will be notified either by mail, email, or telephone of the selection.

Failure to answer any question, to complete any form or to provide the documentation required may cause a proposal to be deemed non-responsive and could result in an automatic rejection of the proposal unless the City determines that such failure constitutes a minor informality.

SECTION III: EVALUATION OF THE PROPOSER’S QUALIFICATIONS

1. Proposals: Each proposer must submit a written proposal in response to this RFQ, which includes full and clear descriptions of the evaluation criteria outlined in Section IV below as well as all required submission requirements as outlined in Section II. The Selection Committee will evaluate each proposal based on the evaluation criteria. Proposers should address all of the following in the proposal for each Mechanism for which a proposal is being submitted:

Qualifications

- a. Provide general background of your firm (e.g. history, leadership team background, years in service, etc.).
- b. Briefly describe your firm’s understanding of the topics of REC, additionality, and measurable GHG reductions in regulated utility markets such as Massachusetts.
- c. Share examples of renewable energy procurement projects your team has helped clients implement.
- d. Describe your experience working on renewable energy purchases/projects/strategies with clients in the Government sector
- e. Describe unique expertise and/or any additional services that your firm provides beyond that of a traditional energy broker.
- f. Provide examples of recent pricing, including cost per kWh and itemization of grid or regulatory charges, and whether these are included in price or “pass-through” for projects you have recently facilitated and how that pricing compared to local utility rates throughout the length of the contracts to date.
- g. Indicate experience with ISO-NE’s Generation Information System and REC tracking; the Green-e program of the Center for Resource Solutions; the World Resource Institute’s GHG Protocol, particularly scope 2.

Approach

- h. Describe the process you will use to support successful project completion.
- i. Outline your proposed schedule, including your strategy for having a municipal supply contract in place by December 1, 2015, and approach to this project.
- j. Describe how you help clients determine the best strategies.
- k. Describe how you engage with client organizations to align decision makers.
- l. Describe how you can procure, manage and integrate other services needed to help the City complete the project.

- m. Describe if you have contractual relationships with developers/suppliers and, if so, how they work and economic incentives to both parties.
- n. Address how long the average customer relationship lasts and why.
- o. Describe what differentiates your service offerings from that of your competitors.

Pricing

- p. Describe how you would be compensated by the City for your services and how the compensation is calculated.
- q. Describe if there are other fees/expenses that we would be responsible for and, if so, the level and how they are determined.
- r. Describe if you receive any other sources of revenue that would be associated with this project/service/proposal/plan and, if so, how they are calculated.

2. Interviews: The Selection Committee will conduct interviews on July 20th and July 27th, 2015 (with additional dates being added if necessary) to determine if the proposers are responsive and responsible and if their expertise meets the needs of the City. Proposers should therefore be prepared to travel to Cambridge for this interview, which should include the Team Leader and additional key personnel who will be working on projects on a day-to-day basis. The City will not assume any travel costs related to these interviews.

3. Award of Contract: The City may award a contract to the proposer selected by the Selection Committee and approved by the City Manager. The City may award contracts for energy broker services for either the Municipal Supply or Community Aggregation or both. Proposals that propose creative strategies, short and long-term, to achieve the highest amount of high quality and price competitive renewable electricity for the City and community with plan to have a municipal supplier under contract by December 1, 2015 (even if on a short-term basis) will receive the highest evaluations by the Selection Committee. The City will award one contract for the municipal supply and one contract for community aggregation, but if the same vendor is chosen, one combined services contract will be awarded. Based on the capabilities of the selected vendor and subsequent discussions, the City will determine the mix of emissions reductions, prices savings and other benefits it will ultimately require.

SECTION IV: PROPOSAL EVALUATION CRITERIA

In determining whether to interview a proposer, proposals will be evaluated on the following:

1. Experience:

All respondents must have previous experience in the energy industry and in consulting on the development and implementation of renewable power purchases. For each mechanism that the respondent would like to be considered for they must demonstrate the following:

- **For Mechanism 1:** Municipal Electricity Supply - respondents must demonstrate significant experience in development and implementation of energy purchase contracts with a minimum scale of 30MWh/year, with MA experience preferred.
- **For Mechanism 2:** Community Aggregation (CA) - respondents must have previous experience in development and implementation of at least one plan for retail customers, pursuant to M.G.L. Chapter 164, Section 134 in cities of a similar size.
 - For Strategy A: Purchase RECs - respondents must have previous experience in analyzing the additionality and GHG impact of a REC purchase in addition to quantifying other benefits such as cleaner air, cleaner water, job creation and market creation.
 - For Strategy B: Direct Investment - respondents must have previous experience in development and implementation of more than one renewable energy project for an organization of a similar or larger scale to the City of Cambridge.
 - For Strategy C: Other Strategies - respondents must fully describe their qualifications as it relates to their strategy proposal or indicate how they will acquire the additional qualifications necessary to carry out their strategy.

2. Professional qualifications: The Project Team has the requisite knowledge and experience as outlined above. In addition, the relevant personnel on the team have the professional licenses required to execute these services including having on staff, a broker licensed by the DPU (i.e. Electric Broker License) to do business in the area served by the local distributor.

3. Capacity and Timeliness: The Project Team appears to have the capacity to undertake this project in a timely manner.

4. Responsiveness to Scope of Services. The Project Team has demonstrated that it understands the requirements of the scope and has proposed a strategy for carrying out the work effectively.

SECTION V: APPENDICES

Appendix A: City of Cambridge Ordinance Number 1312: CORI Screening by Vendors of the City of Cambridge

Appendix B: City of Cambridge CORI Policy

Appendix C: General Terms and Conditions

Appendix D: City of Cambridge Living Wage Ordinance

The City of Cambridge has a Living Wage Requirement that establishes a minimum hourly living wage that every service vendor that contracts with the City must pay its employees. The City of Cambridge's Living Wage as of March 1, 2015 is \$14.95 per hour.

Appendix E: Sample Contract

The City's contract must be signed by the successful proposer. The City will not accept a proposer's terms and conditions.

CITY OF CAMBRIDGE

ANTI-COLLUSION/ TAX COMPLIANCE STATEMENT

The undersigned certifies under penalty 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, entity or group of individuals.

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

Signature

Name and title of person signing proposal

Date

Name of business

Address

RETURN THIS FORM WITH YOUR 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.

RETURN THIS FORM WITH YOUR PROPOSAL

**APPENDIX A
ORDINANCE NUMBER 1312**

Final Publication Number 3155. First Publication in the Chronicle on December 13, 2007.

City of Cambridge

In the Year Two Thousand and Eight

AN ORDINANCE

In amendment to the Ordinance entitled “Municipal Code of the City of Cambridge”

Be it ordained that Cambridge Municipal Code Chapter 2.112 is hereby amended by adding a new Section 2.112.060 entitled “CORI Screening by Vendors of the City of Cambridge” as follows:

Adding after Section 2.112.050 the following new sections:

SECTION 2.112.060

CORI SCREENING BY VENDORS OF THE CITY OF CAMBRIDGE

Sections:

2.112.061 Purpose

2.112.062 Definitions

2.112.063 CORI-Related Standards of the City of Cambridge

2.112.064 Waiver

2.112.065 Applicability

2.112.061 Purpose

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

2.112.062 Definitions

Unless specifically indicated otherwise, these definitions shall apply and control.

Awarding Authority means the City of Cambridge Purchasing Agent or designee.

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

2.112.063 CORI-Related Standards of the City of Cambridge

The City of Cambridge employs CORI-related policies, practices and standards that are fair to all persons involved and seeks to do business with vendors that have substantially similar policies, practices and standards. The City of Cambridge will do business only with vendors who, when required by law to perform CORI checks, employ CORI-related policies, practices, and standards that are consistent with policies, practices and standards employed by the City of Cambridge. The awarding authority shall consider any vendor's deviation from policies, practices and standards employed by the City of Cambridge as grounds for rejection, rescission, revocation, or any other termination of the contract.

2.112.064 Waiver

The City Manager may grant a waiver to anyone who or which has submitted a request for waiver if it is objectively reasonable; and the City Manager, or a delegate, shall report promptly in writing to the City Council all action taken with respect to every request for a waiver and the reasons for the decision.

2.112.065 Applicability

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

In City Council January 28, 2008.

Passed to be ordained by a yea and nay vote:-

Yeas 9; Nays 0; Absent 0.

Attest:- D. Margaret Drury, City Clerk.

A true copy;

ATTEST:-

D. Margaret Drury

City Clerk

**APPENDIX B
City of Cambridge CORI Policy**

1. Where Criminal Offender Record Information (CORI) checks are part of a general background check for employment or volunteer work, the following practices and procedures will generally be followed.
2. CORI checks will only be conducted as authorized by Criminal History Systems Board (CHSB). All applicants will be notified that a CORI check will be conducted. If requested, the applicant will be provided with a copy of the CORI policy.
3. An informed review of a criminal record requires adequate training. Accordingly, all personnel authorized to review CORI in the decision-making process will be thoroughly familiar with the educational materials made available by the CHSB.
4. Prior to initiating a CORI check, the City will review the qualifications of the applicant to determine if the applicant is otherwise qualified for the relevant position. The City will not conduct a CORI check on an applicant that is not otherwise qualified for the relevant position.
5. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determination of suitability based on CORI checks will be made consistent with this policy and any applicable law or regulations.
6. If a criminal record is received from CHSB, the authorized individual will closely compare the record provided by CHSB with the information on the CORI request form and any other identifying information provided by the applicant, to ensure the record relates to the applicant.
7. If, in receiving a CORI report, the City receives information it is not authorized to receive (e.g. cases with dispositions such as not guilty or dismissal, in circumstances where the City is only authorized to receive convictions or case-pending information), the City will inform the applicant and provide the applicant with a copy of the report and a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record* so that the applicant may pursue correction with the CHSB.
8. If the City of Cambridge is planning to make an adverse decision based on the results of the CORI check, the applicant will be notified immediately. The applicant shall be provided with a copy of the criminal record and the City's CORI policy, advised of the part(s) of the record that make the individual unsuitable for the position and given an opportunity to dispute the accuracy and relevance of the CORI record.

9. Applicants challenging the accuracy of the criminal record shall be provided a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record*. If the CORI record provided does not exactly match the identification information provided by the applicant, the City of Cambridge will make a determination based on a comparison of the CORI record and documents provided by the applicant. The City of Cambridge may contact CHSB and request a detailed search consistent with CHSB policy.

10. If the City of Cambridge reasonably believes the record belongs to the applicant and is accurate, then the determination of suitability for the position will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to the following:
 - (a) Relevance of the crime to the position sought;
 - (b) The nature of the work to be performed;
 - (c) Time since the conviction;
 - (d) Age of the candidate at the time of offense;
 - (e) Seriousness and specific circumstances of the offense;
 - (f) The number of offenses;
 - (g) Whether the applicant has pending charges;
 - (h) Any relevant evidence of rehabilitation or lack thereof;
 - (i) Any other relevant information, including information submitted by the candidate or requested by the City.

11. The Personnel Department will assist affected departments, in assessing the suitability of candidates in accordance with paragraph 10 a through i above, to ensure consistency, fairness, and protection of employment opportunities and the public interest.

12. The City of Cambridge will notify the applicant of the decision and the basis of the decision in a timely manner.

13. CORI information shall not be disseminated or shared with any unauthorized employees or other, but shall be maintained in confidence consistent with the obligations of law.

Revised May 5, 2007

**APPENDIX C
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 D
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.

FILE NO. 6901- REQUEST FOR QUALIFICATIONS – ENERGY BROKER SERVICES FOR MUNICIPAL ELECTRICITY SUPPLY AND COMMUNITY AGGREGATION WITH RENEWABLE ENERGY - THURSDAY, JULY 9, 2015

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.

**APPENDIX E
City of Cambridge
Articles of Agreement
SAMPLE**

**Commodity:
File Number:**

This agreement is made and entered into this xx/xx/xx by and between the City Of Cambridge ("the CITY"), a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, and xxxxxxxx. a corporation duly organized and existing under the laws of the xxxxxxxx("the Contractor").

Address:

Telephone:

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 that were accepted by the City.

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:

Article IV. Payment. The City agrees to pay to Contractor the sum set forth in the Contractor's bid or proposal. Contractor shall invoice the 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, (iv) failure to promptly re-perform within reasonable time the services that were rejected by the City 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 may terminate the contract upon seven days notice.

FILE NO. 6901- REQUEST FOR QUALIFICATIONS – ENERGY BROKER SERVICES FOR MUNICIPAL ELECTRICITY SUPPLY AND COMMUNITY AGGREGATION WITH RENEWABLE ENERGY - THURSDAY, JULY 9, 2015

Article VI. Damages. From any sums due to the Contractor for services, the City 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 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 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 may cancel, terminate or suspend the contract in whole or in part for any violation of this article.

Article XI. Assignability. 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 three other identical instruments set their hands the day and year first above written.

The City:

The Contractor:

Richard C. Rossi
City Manager

Signature and Title

Amy L. Witts
Purchasing Agent

Approved as to Form:

Nancy E. Glowa
City Solicitor