

Request for Proposals for Harvard Square Kiosk Programming and Use Consulting Services

FILE NO. 7430A REQUEST FOR PROPOSALS (RE-BID) HARVARD SQUARE KIOSK PROGRAMMING AND USE 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, April 27, 2017** for providing the following services to the City of Cambridge.

The City of Cambridge (“City”) is seeking proposals from a consultant or team (“Consultant”) to help create a vision for the future governance, operation and programming of the Harvard Square Kiosk that will ensure the public nature of the Kiosk and its surrounding plaza over time. The models and recommendations developed will be used to help guide the City forward in these efforts. The Consultant will be expected to build on the community process and the ideas developed as part of the [Harvard Square Vision Plan \(2014\)](#), and to examine the feasibility of existing ideas generated from subsequent community workshops. The Consultant will also be expected to facilitate additional community outreach efforts to ensure that a wider audience of community members has been engaged and provided opportunities for input.

Copies of the Request for Proposal may be obtained at the Office of the Purchasing Agent on or after **Thursday, March 16, 2017** 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.7430A. 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 11:00 a.m. on **Monday, April 10, 2017** and delivered to Amy L. Witts, Purchasing Agent, City Hall, 795 Massachusetts Ave. Room 303, Cambridge Ma 02139 or emailed to purchasing@cambridgema.gov. 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 four (4) copies of the non-price proposal marked “Non-Price Proposal – Request for Proposal for “Harvard Square Kiosk Programming and Use Consultant Services” and one sealed envelope containing the price proposal form marked “Price –Proposal Request for Proposal for Harvard Square Kiosk Programming and Use Consultant Services ” must be received by Amy L. Witts, Purchasing Agent, City of Cambridge, 795 Massachusetts Avenue, Cambridge, prior to **11:00 AM, Thursday, April 27, 2017**. 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**

Request for Proposals for Harvard Square Kiosk Programming and Use Consulting Services

SECTION 1: 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. Proposals 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 (**Appendix B**). 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. 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.
5. The City of Cambridge Living Wage Ordinance is applicable. The current living wage rate is \$15.26 per hour (the ordinance is attached, **Appendix A**).
6. The successful proposer will be bound by all Terms and Conditions set forth herein and which will be incorporated into the contract awarded.
7. Each proposer must submit a completed CORI Policy form that is included herein affirming its compliance with the City's CORI Policy.
8. Each proposer must submit a completed Wage Theft Prevention Certificate that is included herein.
9. The contract period shall commence on the date of execution of the contract by the City of Cambridge and shall be in effect through December 31, 2017.

Request for Proposals for Harvard Square Kiosk Programming and Use Consulting Services

SECTION II: INSTRUCTIONS TO PROPOSERS

1. **Two separate sealed envelopes**, one sealed envelope that contains one (1) original and four (4) copies of the non-price proposal marked “Request for Proposal for Harvard Square Kiosk Programming and Use Consultant Services - Non-Price Proposal” –and one sealed envelope that contains one (1) original price proposal form marked **Request for Proposal for “Harvard Square Kiosk Programming and Use Consultant Services “Price Proposal –”** must be received by the Purchasing Agent, City of Cambridge, 3rd floor City Hall prior to **11:00 AM, Thursday, April 27, 2017**. 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 and 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 themselves contractually.
4. The Price Summary form must be completed as instructed. No substitute form will be accepted. Pricing must remain firm. The bid 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 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 **sent via email to purchasing@cambridgema.gov** or addressed in writing to:

Amy L. Witts, Purchasing Agent
795 Massachusetts Avenue
Cambridge, MA 02139.

No requests or questions will be accepted after 11:00 a.m. on Monday, April 10, 2017. Answers to questions will be posted to the website in a form of an Addendum.

Request for Proposals for Harvard Square Kiosk Programming and Use Consulting Services

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 " **Request for Proposal for Harvard Square Kiosk Programming and Use Consultant Services** Modification to (or Withdrawal of) Proposal."

SECTION III: 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.

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.

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 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, 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.

Request for Proposals for Harvard Square Kiosk Programming and Use Consulting Services

SECTION IV: PROPOSAL SPECIFICATION AND PREPARATION

All information in the proposal should be organized and presented as directed below. Accuracy and completeness are essential. The successful proposal will be incorporated into a contract. To expedite the evaluation of proposals, it is essential that the proposer strictly adhere to the instructions below. Failure to answer any question, complete any form, or provide the documentation will be deemed non-responsive and result in automatic rejection of the bid unless the City determines that such failure constitutes a minor informality, as defined in Chapter 30B.

Introduction

The introductory portion of the proposal should provide a straightforward and concise description of the proposer's approach, commitment, and ability to perform the services described in the scope of work. It must also include a Letter of Transmittal signed by the individual authorized to bind the proposer contractually. The letter must include: the name of the individual(s) who is/are authorized to sign a contract on the proposer's behalf and a brief description of the overall services proposed. 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.

Quality Requirements

The Quality Requirements can be found on page 12 of this document. Please complete the Quality Requirements form and include in the non-price proposal. A no response or a failure to respond to any of the Quality Requirements will result in a rejection of your bid.

Interview

The City may conduct interviews 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 providing the services on a day to day basis. The City will not assume any travel costs related to these interviews.

Request for Proposals for Harvard Square Kiosk Programming and Use Consulting Services

SECTION V: INTRODUCTION AND BACKGROUND

INTRODUCTION

The City of Cambridge (“City”) is seeking proposals from a consultant or team (“Consultant”) to help create a vision for the future governance, operation and programming of the Harvard Square Kiosk that will ensure the public nature of the Kiosk and its surrounding plaza over time. The models and recommendations developed will be used to help guide the City forward in these efforts. The Consultant will be expected to build on the community process and the ideas developed as part of the [Harvard Square Vision Plan \(2014\)](#), and to examine the feasibility of existing ideas generated from subsequent community workshops. The Consultant will also be expected to facilitate additional community outreach efforts to ensure that a wider audience of community members has been engaged and provided opportunities for input.

Though the focus of this effort is the Kiosk and the surrounding plaza, this effort must be looked at holistically. The Kiosk should be addressed with consideration to the evolution of nearby open spaces in Harvard Square.

This RFP outlines the scope of services that the City is seeking as well as the selection and evaluation criteria to be used by the City in awarding the bid to a Consultant.

BACKGROUND

The City of Cambridge has been engaged in a public process to develop recommendations for the public open space in the center of Harvard Square. In fall 2013, the City hosted the first community placemaking workshop with initial consulting support from the Project for Public Spaces to discuss ideas and to develop recommendations for the public open space in Harvard Square including the restoration and repurposing of the Harvard Square Kiosk. As a result of this placemaking workshop, an initial vision for Harvard Square was developed. This initial vision has been the guiding framework for subsequent community conversations, site evaluations, and long-term planning discussions.

Short-term planning: Small-scale Improvements

The City’s short-term improvement strategy initially focused on “lighter, quicker, cheaper” interventions that come at a lower risk and a lower cost. The first of this type of intervention was placing loose tables and chairs in a portion of the Square followed by landscaping improvements with planters and flowers. The benefit of using this approach is that the City has been able to test ideas to inform public improvements. The changes in the Square had an instant positive effect. Participant evaluations from the January 2015 follow-up workshop noted that a wider audience is enjoying the use of the plaza. Having addressed many of the low-cost hardscape changes, the City seeks to develop the next iteration of larger scale improvements.

The Next Iteration: Repurposing the Harvard Square Kiosk

The Harvard Square Kiosk is the most recognizable structure in Harvard Square. The kiosk is individually listed on the National Register of Historic Places (1978), and benefits from additional historical protection by being within the Harvard Square Conservation District (2000). As such, the Cambridge Historical Commission will have to approve any publicly visible exterior alteration as appropriate to the

Request for Proposals for Harvard Square Kiosk Programming and Use Consulting Services

historic character of the building. Proposed alterations to the exterior shall be reviewed at a public hearing, providing an open forum for discussion. The Cambridge Historical Commission has initiated a landmark designation study of the Kiosk following a citizen's petition to designate the Kiosk as a City Protected Landmark.

Recent public discussions suggest that the Kiosk's current use does little in the way of serving as an icon for the Square. One of the challenges identified with the Kiosk is that it is very closed off to the plaza. The City has facilitated community discussions, specifically, three public workshops on repurposing the iconic structure requesting input and ideas on the possibility of transforming it into a multifunctional space to better integrate the building with the plaza and to create opportunities to engage the public through effective programming and use.

Most recently, the City has been examining possible public realm improvements with the Department of Public Works and their consultant team (collectively described in this document as the City's Project Team) on a feasibility study that is surveying bringing utilities to the Harvard Square Plaza and accessibility upgrades.

Kiosk Ideas and Concept of Use from the Community Placemaking Workshops

The following recommendations include key ideas and concepts for repurposing the kiosk that have taken shape over the course of three community placemaking workshops:

- Restore the kiosk to enhance its historic appeal
- Open up the kiosk on all sides to increase visibility, transparency, and make the area around it more inviting
- Transform the kiosk into a multi-functional, flexible space with outdoor seating that will improve the public experience in the Square; uses could include information kiosk, food, and seating
- Review new and existing ideas to determine the desirability and feasibility of continuing some form of news operation as part of a plan for the Kiosk use
- Centralize and provide the best in local information and wayfinding
- Serve and engage a diverse population including residents, students, tourists, international visitors, youth/teens, homeless, university faculty and staff, local businesses, and street performers and artists
- Engage the community year round through a variety of programming both scheduled and spontaneous. This may include performances, art displays and exhibits, civic activities. Other programming considerations:
 - Seasonal variety of local community offerings
 - Collaborations with community partners (public, nonprofit, private)
 - Emphasis on public engagement, place, culture, and history

Request for Proposals for Harvard Square Kiosk Programming and Use Consulting Services

PURPOSE/PROJECT DESCRIPTION

The primary purpose of this project is to create a vision for the programming and to develop models and recommendations for governance and operation of the Harvard Square Kiosk. The outcome of this process will be used to inform the future stewardship, curatorship, and oversight of the Kiosk and the surrounding plaza. The goals of this process are to:

- Assess both existing and new programming ideas for the public spaces both within the Kiosk and the surrounding plaza. This includes programs, events, outdoor amenities, lighting, and signage and wayfinding.
- Consideration of all modes of transportation users in the area including pedestrians, bicyclists, and motor vehicles and potential public safety issues.
- Examine the feasibility of different types of programming and provide recommendations for future uses. Develop ideas that take into consideration seasonal offerings, and local character to enhance the activation of the Square.
- Engage and serve a diverse population including residents, students, tourists/foreign visitors, teens, families, homeless population, universities, businesses, street performers and artists through a variety of programming concepts.
- Develop a budgeting plan for different types of programming in the Square and the associated operational costs. The City would like the Consultant to identify a dollar estimate to set a reasonable expectation of what may be achieved through recommended programming.
- Recommend possible governance models that ensure the public nature of the uses over time. Identify any opportunities and pitfalls related to different types of governance and financing models taking into account the City's procurement process.
- Consider other public, nonprofit, and private partnerships for programming and governance for the Harvard Square Kiosk Use Study.
- Provide initial ideas and strategies for possible sources of revenue to reduce the City's future maintenance and operating costs associated with these improvements.
- Present a detailed operations and maintenance plan associated with the proposed activities for the Kiosk and surrounding area.
- Present ideas to City leaders, community members, business and institutional communities and justify the rationale for recommendations.

PROJECT DIRECTION

Direction and oversight of the Harvard Square Kiosk process will be managed by the City with support and guidance from a Harvard Square Kiosk Working Group. The Working Group will be active participants throughout the Harvard Square Kiosk Use Study process, informing and contributing to the actions taken by the Consultant. The Working Group will be chaired by the City and will include representation from diverse stakeholder sectors including residents across Cambridge neighborhoods, subject matter experts, a Planning Board member, and institutional and business representatives local to the Square. The Working Group will provide information and guidance to the Consultant, as needed, to facilitate the development of a programming plan and governance framework for the continued stewardship, curatorship, and oversight of the Kiosk.

Request for Proposals for Harvard Square Kiosk Programming and Use Consulting Services

Support to the Consultant will include, but is not limited to the sharing of community input from previous placemaking workshops, an extensive knowledge of the Cambridge community, and identifying the key stakeholders, including, but not limited to, residents, visitors, students, and businesses. Staff will also provide subject matter expertise including urban design and the public realm, and other supports such as logistics and communications. It is the intention that the Working Group review the Consultant's programming, governance, and operations framework to offer feedback and guidance on the process. The Consultant is expected to meet monthly with the Working Group to review governance models and programming ideas and to discuss the feasibility of various ideas.

SCOPE OF SERVICES

Development of a Programming and Budgeting Plan, a Governance Framework, and Operations and Maintenance Plan including ideas for possible revenue sources. In addition, consideration of public, nonprofit, and private partnerships for the continued curatorship and stewardship of the Kiosk. See also the Deliverables section for more detail about reports expected during the process.

- To create a detailed programming plan to activate the Kiosk and surrounding plaza. Address how the proposed programming and use of the Kiosk fulfills the interests of the diverse populations within Harvard Square.
- To understand the work that has already been done on this topic, the Consultant should plan on reviewing the previous reports on the topic and meeting with stakeholders.
- To put forward multiple detailed governance and financial models for a potential future framework for managing the Kiosk and its operations including suggestions for possible public, nonprofit and private partnerships. Identify opportunities and potential pitfalls for each of the proposed governance and financial models and provide guidance with consideration of the City's procurement process.
- To prepare a detailed project timeline addressing all items within the scope of this RFP.
- While the City does not wish to duplicate previous consultant efforts to understand programming and use interests, the Consultant is expected to perform additional community outreach. The Consultant will need to propose a community outreach strategy detailing what the Consultant wishes to achieve, and how it will be accomplished (e.g. community workshops, focus groups, surveys, and/or other types of proposed outreach efforts).
- Work with the City and the Working Group to develop an ideas competition as a tool to engage the community. The Consultant will consider recommendations that result from an ideas competition and address the feasibility for implementation.
- The Consultant is expected to attend three (3) community meetings. Each community meeting will be an opportunity for the Consultant team and Working Group to solicit public input on ideas and receive feedback on issues of concern.
- Understand the Kiosk's existing and potential future uses and what opportunities it may engender for discussion in terms of programming that may have design implications. The City's Project Team will coordinate with Working Group and Consultant on the programming and their implications for the design.

Request for Proposals for Harvard Square Kiosk Programming and Use Consulting Services

PRELIMINARY PROJECT SCHEDULE

The City is interested in advancing this process to coincide with Department of Public Works upgrades to the Harvard Square Plaza as it is anticipated that programming and use ideas will inform other hardscape design changes to the Plaza. The following is an approximate timeframe for the project:

- | | |
|--|-------------------|
| • Harvard Square Kiosk Use Study RFP Posting | March 16, 2017 |
| • Proposals Due | April 27, 2017 |
| • Contract Award | May 31, 2017 |
| • Project Completion | December 31, 2017 |

MEETINGS AND PUBLIC PRESENTATIONS

The Consultant will meet with City staff on at least a bi-monthly basis. The Consultant is expected to meet with the Working Group **approximately six (6) times** over the course of the total process; more specifically, **at least twice** prior to review ideas for the programming and uses of the Kiosk, **at least twice** during the process to review governance and financial models, followed by **at least two** additional meetings to refine the vision and recommendations for governance for Harvard Square Kiosk and to receive feedback on the draft report.

The Consultant is expected to attend three (3) community meetings. Each of these community meetings will be an opportunity for the City to solicit feedback from the public. The purpose for each of the three community meetings is listed below:

1. At the start of the Project, there will be a community meeting to gather ideas from the community about the future use of the Kiosk as well as future programming in the public open spaces within the Harvard Square plaza.
2. At the midpoint of the Project, the Consultant and Working Group will host a community meeting to present the preliminary recommendations for programming and get input and ideas for further consideration from the public.
3. Prior to submitting recommendations to the City Manager, there will be a third community meeting to review programming recommendations and proposed governance models with the public.

Further the Consultant may be requested to present its findings and recommendations for a potential governance framework and uses to the City Council or at other public meetings during the process.

Request for Proposals for Harvard Square Kiosk Programming and Use Consulting Services

DELIVERABLES

In completing this process, the Consultant will provide the City with interim, draft final, and final written reports that:

- A. Proposes a vision for the programming and use(s) of the Harvard Square Kiosk and the surrounding plaza:
 - Within the recommendations, indicate which audiences the various types of programming might serve to ensure there is a variety of programming to meet the interests and needs of the diverse population that frequents Harvard Square.
 - Review and address the feasibility of ideas conceived from previous community workshops, the ideas competition, working group and public meetings, and provide a detailed understanding of the opportunities both within the Kiosk and surrounding plaza with consideration of the space constraints and future infrastructure improvements to the plaza. Within the recommendations, include considerations for seasonal opportunities.
 - Include a budgeting plan that corresponds with the proposed types of programming. The budgeting plan should include a dollar estimate to help understand what may be financially achieved through various types of programming.
- B. Identifies multiple governance models for the continued stewardship of the Harvard Square Kiosk that ensures the public nature of the uses over time.
 - Provide input and guidance on the feasibility and effectiveness of various public, nonprofit, and private partnerships for the continued stewardship and curatorship of the Kiosk.
 - Within the report, the Consultant is expected to provide a detailed analysis for each of the proposed governance models with consideration of the City's procurement process.
 - Within the analysis, identify opportunities and potential barriers for each of the identified governance models and types of partnerships in the continued stewardship.
- C. Provides a detailed Operations and Maintenance Plan associated with the proposed uses of the Kiosk and surrounding area.
 - Detail the operational and maintenance costs associated with the proposed use for the Kiosk and surrounding plaza. Items that the Consultant will be asked to detail in the operations and maintenance plan may include but are not limited to staffing, funding, documentation, safety/security, facilities management and repairs, waste/recycling. There may be additional items identified by the Harvard Square Kiosk Working Group or the City during the consulting contract.
 - Provide ideas for possible sources of revenue for the City to consider to reduce costs associated with operations and maintenance. Include suggestions and guidance that are based on experience and/or knowledge of best practices related to public spaces in other cities and towns.

With the input of the Working Group, the Consultant shall provide interim, draft final, and final written reports to the City staff that cover all items described above. The Consultant shall work with city staff on the appropriate timing for the materials based on their proposed work plan. The final report and any interim products will be submitted to the City in digital and hard copy formats and the final report and recommendations on the vision for Harvard Square Kiosk shall be made available on the City's website.

Request for Proposals for Harvard Square Kiosk Programming and Use Consulting Services

The City of Cambridge retains the right to the use of all the materials produced, in whole or in part, and interim products as it deems fit.

QUALITY REQUIREMENTS

In order for a proposal to receive further consideration the proposer must unconditionally check "Yes" to each of the questions below. **The City shall reject in its entirety as "Unacceptable" the proposal of any proposer who fails to check "Yes" or who modifies, qualifies or limits its affirmative response in any way.**

Circle Yes or No for each of the following requirements.

1. The Team Leader has at least five (5) years of documented experience in developing programming plans for the public realm in an urban environment (comparable in size to Cambridge or larger).

YES _____ NO _____

Team Leader Name: _____

2. The Project Team has at least five (5) years of documented experience in the following disciplines: urban design and place making in the public realm, fiscal management analysis and advice, community outreach and engagement.

YES _____ NO _____

Urban Design & Place making in the Public Realm Consultant Name:

Fiscal Management Analysis and Advice Consultant Name: _____

Community Outreach & Engagement Consultant Name: _____

3. The Consultant has conducted at least two (2) similar place making studies, the results of which were used to inform the completed development of programming and operations plan for a public agency.

YES _____ NO _____

THIS FORM MUST BE SUBMITTED WITH THE NON-PRICE PROPOSAL

Request for Proposals for Harvard Square Kiosk Programming and Use Consulting Services

COMPARATIVE EVALUATION CRITERIA

Successful proposals will include at a minimum, examples of recent studies 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” or “not advantageous”.

1. Experience with Programming and the Public Realm

- **Highly Advantageous** — to receive a highly advantageous rating the Team Leader and members will have successful experience of at least 5 years and with 3 or more projects on similar studies, including the development of programming and budgeting plans within the public realm. At least one example of a programming study or plan will show programming that serves a diverse population.
- **Advantageous** — to receive an advantageous rating the Team Leader and members will have successful experience between 3 and 5 years and with at least 2 projects on similar studies, including the development of programming and budgeting plans within the public realm.
- **Not Advantageous** — to receive a not advantageous rating the Team Leader and members will have successful experience of less than 3 years and with 1 project on similar studies, including the development of programming and budgeting plans within the public realm.

2. Experience with Governance & Operations Models

- **Highly Advantageous** — to receive a highly advantageous rating the Team Leader and members will have successful experience of at least 5 years and with 3 or more projects on similar studies, including the development of governance and operations models. At least one of the projects demonstrates experience with a City procurement process.
- **Advantageous** — to receive an advantageous rating the Team Leader and members will have successful experience between 3 and 5 years and with at least 2 projects on similar studies, including the development of governance and operations models.
- **Not Advantageous** — to receive a not advantageous rating the Team Leader and members will have successful experience of less than 3 years and with 1 project on similar studies, including the development of governance and operations models.

Request for Proposals for Harvard Square Kiosk Programming and Use Consulting Services

4. Strategy

- **Highly Advantageous** — to receive a highly advantageous rating a proposal will have a detailed and well-thought out strategy to address all aspects of the scope of work, including a comprehensive programming and governance plan and a project timeline with realistic milestones to accomplish all project elements within the contract timeframe.
- **Advantageous** — To receive an advantageous rating a proposal will have a detailed and well-thought out strategy to address most aspects of the scope of work, including a comprehensive programming and governance plan and a project timeline with realistic milestones to accomplish most project elements within the contract timeframe.
- **Not Advantageous** — to receive a not advantageous rating a proposal will have a strategy to address less than half of the aspects of the scope of work and/or will not have a programming and governance plan and a project timeline with realistic milestones to accomplish all project elements within the contract timeframe.

5. Project Staffing

- **Highly Advantageous** – To receive a highly advantageous rating the Project Team will be identified and have clearly defined responsibilities for each team member and a Team Leader will be designated. The staffing plan must identify “backup” staff that will be available to complete the project in a timely manner if the original project staff is no longer available to work on this project. The applicant will include a diversity statement about the Project Team clearly stating how the Project Team members represent broad diversity in age, gender, race, culture and background.
- **Advantageous**— to receive an advantageous rating the Project Team will be identified and a Team Leader will be designated. The staffing plan must indicate that sufficient staffing will be available to complete the project in a timely manner. The applicant will include a diversity statement about Project Team members. An applicant will receive an advantageous rating if there is limited diversity amongst Project Team members including age, gender, race, culture and background.
- **Not Advantageous**— to receive a not advantageous rating the Project Team will not have defined responsibilities and/or will not have an identified Team Leader and/or will not have sufficient staffing to complete the project in a timely manner. An applicant will receive a not advantageous rating if they fail to include a diversity statement about their Project Team members.

Request for Proposals for Harvard Square Kiosk Programming and Use Consulting Services

6. Quality of References

The City reserves the right to use itself as a reference.

- **Highly Advantageous** – To receive a highly advantageous rating the Consultant will provide three (3) or more references, among them at least two governmental entities, who can comment positively on their experience with the Consultant(s), their areas of expertise, and their ability to complete a study of similar scope and complexity as described in this RFP. At least two (2) of these references must be for the Team Leader. At least one (1) reference must demonstrate that the Team Leader and another team member(s) have worked together successfully.
- **Advantageous**— To receive an advantageous rating the Consultant will provide three (3) references, among them at least one government entity, who can comment positively on their experiences with the Consultant(s), their areas of expertise, and their ability to complete a study of similar scope and complexity as described in this RFP. At least one of these references must be for the Team Leader.
- **Not Advantageous**— to receive a not advantageous rating the applicant will provide fewer than three (3) references who can comment positively on their experiences with the Consultant(s), their areas of expertise, and their ability to complete a study of similar scope and complexity as described in this RFP.

7. Interview

Proposer *may* be asked to participate in an interview and make a presentation to the Evaluation Committee.

- **Highly Advantageous** – To receive a highly advantageous rating, the proposer’s oral and visual presentation will be clear and well organized and demonstrate a strong public speaking/presentation ability to clearly communicate a command of all of the issues highlighted in this RFP.
- **Advantageous** – To receive an advantageous rating, the proposer’s oral and visual presentation will be clear and well organized and demonstrate the proposer’s ability to communicate effectively about several of the issues highlighted in this RFP.
- **Not Advantageous** –To receive a not advantageous rating, the proposer’s oral and visual presentation was not clear and/or well organized and did not demonstrate the proposer’s ability to communicate effectively about the issues highlighted in this RFP.

Request for Proposals for Harvard Square Kiosk Programming and Use Consulting Services

SECTION IX: REQUIRED SUBMISSIONS

1. Anti-collusion and Tax Compliance Certification (found on page 19)
2. Cori Compliance Form (found on page 20)
- 3 Wage Theft Prevention Certification (found on page 25 & 26)

4. Price Proposal Form

The Price Proposal form can be found on page 17 & 18 of this document. This form must be completed as instructed. No substitute form will be accepted. Pricing must remain firm throughout the contract. **The Price Proposal form must be submitted separate from the non-price proposal, as described above. The proposer should make no reference to pricing, in any other part of the proposal. Failure to adhere to this may result in disqualification of the proposal.**

5. The City is requiring that proposers submit at least two (2) examples of recent programming, operations and maintenance plans and budgets. When submitting examples, please include the project scope, outreach methods (for identifying possible programming ideas and governance models) and budgets related to programming, operations, and maintenance costs. In particular, the City would like to understand the proposer's approach to identifying programming ideas within a public realm.

The Consultant should specify the associated Consultant team member(s) who will be responsible for completing each task within the scope and project timeline. Additionally, the Consultant should articulate the number and types of meetings with key stakeholders that the Consultant plans in order to fulfill this project, including the time needed to understand the ideas and input gathered from previous community workshops, the Working Group process, and additional community outreach.

This area is intentionally left blank

Request for Proposals for Harvard Square Kiosk Programming and Use Consulting Services

SECTION X: PRICE PROPOSAL FORM

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

The total price must be complete and include all costs, including travel and reimbursable costs associated with providing the **Harvard Square Kiosk Programming and Use Consultant Services** in accordance with the Scope of Work, Specifications and Deliverables as detailed herein. No additional charges shall be permitted. Proposers should do their best to estimate reimbursable costs based on the specifications contained herein so that the price submitted contains all related costs to provide the services requested.

Please include a **supplemental sheet with the Flat Fee including hourly rates** of each staff member assigned to the contract including the names and rates of any and all subconsultants and team members proposed for this project.

Breakdown of Flat Fee:

Costs up to and including Deliverable #1 – Interim written report \$ _____

Cost from completion of Deliverable #1, Interim written report to Deliverable # 2 Draft final report \$ _____

Cost from completion of Deliverable # 2 Draft Final report to Deliverable # 3, Final report \$ _____

Total Flat Fee including Deliverable # 1, 2 & 3 \$ _____

+ \$10,000.00^[1]

Total Price Submitted Plus Contingency \$ _____

Total Price Submitted Plus Contingency in words: _____

Signature of Bidder: _____

^[1] This amount will be added to the successful proposer's contract in the event the City's has a need for additional services. Any services intended to be billed as additional services must be agreed to in writing by the City and billed at the rates attached in the supplemental pricing sheet requested. The City will not be responsible for paying for any additional costs/expenses/fees not included in the total price submitted above that have not been specifically authorized and approved in writing by the City in advance of incurring the expenses.

Price proposal continued on next page.

Request for Proposals for Harvard Square Kiosk Programming and Use Consulting Services

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

Signature of Individual submitting proposal: _____

Name of business: _____

Address of Bidder: _____

Telephone Number: _____

Email Address: _____

Price Proposal continued on next page:

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 – REQUEST FOR PROPOSAL FOR HARVARD SQUARE KIOSK PROGRAMMING AND USE CONSULTANT SERVICES

Request for Proposals for Harvard Square Kiosk Programming and Use Consulting Services

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 NON- PRICE PROPOSAL

Request for Proposals for Harvard Square Kiosk Programming and Use Consulting Services

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 NON-PRICE PROPOSAL

Request for Proposals for Harvard Square Kiosk Programming and Use Consulting Services

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

Request for Proposals for Harvard Square Kiosk Programming and Use Consulting Services

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 ye and nay vote:-

Yeas 9; Nays 0; Absent 0.

Attest:- D. Margaret Drury, City Clerk.

A true copy;

ATTEST:-

D. Margaret Drury
City Clerk

Request for Proposals for Harvard Square Kiosk Programming and Use Consulting Services

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

Request for Proposals for Harvard Square Kiosk Programming and Use Consulting Services

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

Request for Proposals for Harvard Square Kiosk Programming and Use Consulting Services

WAGE THEFT PREVENTION CERTIFICATION

In Executive Order 2016-1, the City of Cambridge established requirements for City contracts in an effort to prevent wage theft. Prospective vendors must provide the following certifications or disclosures with their bids/proposals. Failure to provide the following shall result in rejection of the bid/proposal.

Instructions for this form:

A prospective vendor must check box 1 or box 2, as applicable, as well as boxes 3-5, and must sign this Form, certifying compliance with the requirements set out in this Form. This Form must be included with the bid or proposal, and for multi-year contracts must be completed annually on the contract anniversary and filed with the Purchasing Agent.

The undersigned certifies under the pains and penalties of perjury that the vendor is in compliance with the provisions of Executive Order 2016-1 as currently in effect.

All vendors must certify that [check either box 1 or box 2, as applicable]:

1. Neither this firm nor any prospective subcontractor has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or 29 U.S.C. 201 *et seq.* within three (3) years prior to the date of this bid/proposal submission.

OR

2. This firm, or a prospective subcontractor of this firm, has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or 29 U.S.C. 201 *et seq.* within three (3) years prior to the date of this bid/proposal submission and such documentation is included in the bid/proposal submission.

In addition, all vendors must certify each of the following:

3. Any federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or 29 U.S.C. 201 *et seq.* imposed on this firm or on any prospective subcontractor while any bid/proposal to the City is pending and, if awarded a contract, during the term of the contract, will be reported to the Purchasing Agent or other City department within five (5) days of receiving notice.

Request for Proposals for Harvard Square Kiosk Programming and Use Consulting Services

4. Vendors awarded a contract that have disclosed a federal or state criminal or civil judgment, administrative citation, final administrative determination, or order resulting from a violation of G.L. c. 149, G.L. c. 151, or 29 U.S.C. 201 *et seq.* within three (3) years prior to the date of this bid/proposal, while the bid/proposal was pending, or during the term of the contract shall, upon request, furnish their monthly certified payrolls for their City contract to the Purchasing Agent for all employees working on such contract and are required to obtain a wage bond or other suitable insurance in an amount equal to the aggregate of one year’s gross wages for all employees. Vendors subject to a state or federal debarment for violation of the above laws or prohibited from contracting with the Commonwealth are prohibited from contracting with the City, and upon a finding or order of debarment or prohibition, the City may terminate the contract.

5. Notice provided by the City, informing employees of the protections of Executive Order 2016-1 and applicable local, state, and federal law will be posted by this firm in conspicuous places.

Attested hereto under the pains and penalties of perjury:

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

Signature

(Name of Business)

Pursuant to Executive Order 2016-1, vendors who have been awarded a contract with the City of Cambridge must post the Massachusetts Wage and Hour Laws notice informing employees of the protections of G.L. c. 149, G.L. c. 151, and 21 U.S.C. 201 *et seq.* in conspicuous places. This notice can be found at <http://www.mass.gov/ago/docs/workplace/wage/wagehourposter.pdf>

THIS FORM MUST BE SUBMITTED WITH THE NON-PRICE PROPOSAL

Request for Proposals for Harvard Square Kiosk Programming and Use Consulting Services

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, disability, 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.

Request for Proposals for Harvard Square Kiosk Programming and Use Consulting Services

APPENDIX A

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

Request for Proposals for Harvard Square Kiosk Programming and Use Consulting Services

(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.

Request for Proposals for Harvard Square Kiosk Programming and Use Consulting Services

(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

Request for Proposals for Harvard Square Kiosk Programming and Use Consulting Services

(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;

Request for Proposals for Harvard Square Kiosk Programming and Use Consulting Services

(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.

Request for Proposals for Harvard Square Kiosk Programming and Use Consulting Services

(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.

Request for Proposals for Harvard Square Kiosk Programming and Use Consulting Services

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

Request for Proposals for Harvard Square Kiosk Programming and Use Consulting Services

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.

Request for Proposals for Harvard Square Kiosk Programming and Use Consulting Services

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.

Request for Proposals for Harvard Square Kiosk Programming and Use Consulting Services

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.

For calendar year 2015 the CPI-U increased by .06% Therefore the new living wage, as of March 1, 2016 is \$15.04.

For calendar year 2016 the CPI-U increased by .147% Therefore the new living wage, as of March 1, 2017 is \$15.26.

Request for Proposals for Harvard Square Kiosk Programming and Use Consulting Services

APPENDIX B

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 **xxxxxxx**, a corporation duly organized and existing under the laws of the **xxxxxxx**("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.

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,

Request for Proposals for Harvard Square Kiosk Programming and Use Consulting Services

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:

City Manager

Signature and Title

**Amy L. Witts
Purchasing Agent**

Approved as to Form:

**Nancy E. Glowa
City Solicitor**