



CITY OF CAMBRIDGE

REQUEST FOR PROPOSALS

File No. 8328

EVALUATION TEAM for COMMUNITY BENEFITS FUNDING

The City of Cambridge ("City") invites and welcomes sealed proposals, which must be received by the Office of the Purchasing Agent, Room 303, City Hall, 795 Massachusetts Avenue, Cambridge Massachusetts 02139 **before 11:00 AM on Thursday, January 10, 2019** to provide the following services:

The City of Cambridge's Community Benefits Advisory Committee (the "Committee") is engaged in a process to act on the *Guiding Principles for Community Benefits Funding* to address the unmet and pressing needs of Cambridge residents. The Committee is looking for an Evaluation Team who shall collaborate with the Committee in further refining this process. The successful Proposer (also, "Evaluation Team") shall apply a macro evaluation focus for the entire project, shall conduct evaluation of specific funded projects, and shall capture both process and outcomes findings, using a mixed methods approach. The Evaluation will assess the degree to which this process and individual projects address all three *Top Tier Needs* in ways that respond to the unique needs of families.

Copies of the Request for Proposals ("RFP") may be obtained from the Office of the Purchasing Agent on or after **Thursday, November 22, 2018**. The hours of the Purchasing Department are as follows: Monday from 8:30a.m. to 8:00p.m., Tuesday through Thursday from 8:30a.m. to 5:00 p.m., and Friday from 8:30a.m. to 12:00 p.m. This RFP may be downloaded from the City's website: www.cambridgema.gov, online services, Purchasing Bid List, Regular RFP, **File No. 8328: Evaluation Team for Community Benefits Funding**. 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 the most advantageous proposal.

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 RFP must be submitted in writing by 11:00 a.m. on **Thursday, December 13, 2018**, to **Elizabeth L. Unger, Purchasing Agent**, at the address above, or by email to Purchasing@cambridgema.gov. Answers to substantive questions will be posted to the website in the form of an addendum. It is the responsibility of all proposers to check the website for addenda.

Two separate sealed envelopes, a sealed envelope containing one (1) original and seven (7) copies of the non-price proposal marked "Non-Price Proposal-Request for Proposal for Evaluation Team for Community Benefits Funding" and one (1) sealed envelope containing the price proposal form marked "Price Proposal- Request for Proposal for Evaluation Team for Community Benefits Funding" must be received by Elizabeth L. Unger, Purchasing Agent, City of Cambridge, 795 Massachusetts Avenue, Cambridge, Massachusetts, prior to 11:00 AM, Thursday,

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January 10, 2019. 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.

Elizabeth L. Unger, Purchasing Agent City of Cambridge

Confidentiality and Public Records Law

All materials submitted by the vendor in response to this RFP will be opened for inspection by any person after a decision for award has been made or until the time for acceptance specified in the request for proposals, whichever occurs earlier, in accordance with the provisions of the Massachusetts Public Records Law and Massachusetts General Laws Chapter 30B.

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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 ninety (90) days from the deadline for submission of proposals, or until it is formally withdrawn, a contract is 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. The proposer must be willing to sign the City's contract. The City will not accept a proposer'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 ninety (90) days of proposal opening date unless the 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 \$15.64 per hour (the ordinance is attached at 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 Certification 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 for a period of up to sixty (60) months. The City reserves the right to extend the duration of the contract period at the sole discretion of the City. The contract is subject to the appropriation of funds. All prices must remain firm for the contract period.

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SECTION II: INSTRUCTIONS TO PROPOSERS

1. **Two separate sealed envelopes**, one sealed envelope that contains one (1) original and seven (7) copies of the non-price proposal marked "**Non-Price Proposal- Request for Proposal for Evaluation Team for Community Benefits Funding**" and one sealed envelope that contains one (1) original price proposal form marked "**Price Proposal- Request for Proposal for Evaluation Team for Community Benefits Funding**" must be received by the Purchasing Agent, City of Cambridge, 3rd floor, City Hall, prior to **11:00 AM, Thursday, January 10, 2019**. Chapter 30B requires that price proposals be separate from technical non-price proposals. Therefore, please make no reference to price in the non-price proposal. Failure to adhere to this requirement shall result in disqualification. It is the sole responsibility of the proposer to ensure that the proposal arrives on time at the designated place. Parking is limited at City Hall, and it is strongly recommended that proposals be mailed or delivered in advance of the due date and time. Late proposals will be rejected.

2. The signature(s) 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(s) 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, proposers should not make claims to which 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 proposal submitted must be without conditions or exceptions.

5. Failure to answer any questions, to complete any form, or to provide the documentation required, will be deemed non-responsive and result in the 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 e-mail to purchasing@cambridgema.gov**, or addressed in writing to:

Elizabeth L. Unger, Purchasing Agent
City of Cambridge
City Hall, 795 Massachusetts Avenue
Cambridge, MA 02139.

No requests or questions will be accepted after 11:00 a.m. on Thursday December 13, 2018.

Answers to substantive questions will be posted to the website in the form of an addendum. Oral instructions or information given to proposers by any City employee will not bind the City.

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7. Proposals must be unconditional. However, prior to the proposal opening, proposers may correct, modify, or withdraw proposals by written request to Elizabeth L. Unger, 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 to the date of the proposal opening. Any correction or modification to a proposal must be submitted in writing and in a sealed envelope labeled "Requests for Proposal for Evaluation Team for Community Benefits Funding to (or Withdrawal of) Proposal." The envelope must clearly specify whether the modification is a "price" or "non-price" modification.

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SECTION III: EVALUATIONS OF THE PROPOSALS

All non-price proposals will be reviewed by an Evaluation Committee composed of City staff in accordance with M.G.L. Chapter 30B. Final selection will be based on an 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 criterion. 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 overall 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 Purchasing Agent will open price proposals. The Purchasing Agent will determine the most advantageous proposal considering the comparative evaluation rankings and the price. Before awarding the contract, the City may request additional information from the proposer. The City reserves the right to reject any and/or all proposals.

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I. INTRODUCTION

The City of Cambridge’s Community Benefits Advisory Committee (the “Committee”) is engaged in a process to act on the *Guiding Principles for Community Benefits Funding* (see [Appendix A](#)) to address the unmet and pressing needs of Cambridge residents. The Committee seeks to maximize the potential impact of the *Community Benefits Fund* and has identified a Priority Target Population that will be the focus of this initial round of funding – *families with children that are low-income or living in poverty, particularly those headed by a single woman*. Through this process, the Committee desires to make a significant difference in the lives of Cambridge residents who are most impacted by the *Top Tier Needs* (see [Appendix B](#)) and assist in building their capacity – including an increase in child and adult resiliency – to respond to or cope with adversities and barriers caused by social, economic, political, and environmental factors, while also impacting the landscape of service providers, nonprofit organizations, and other partners. The following are the *Top Tier Needs* identified in the *2017 Community Needs Assessment*:

- **Affordable Housing & Homelessness**
- **Financial Security**
- **Behavioral Health: Mental Health & Substance Abuse**

The Committee is looking for an Evaluation Team who shall collaborate with the Committee in further refining this process. The successful Proposer (also, “Evaluation Team”) shall apply a macro evaluation focus for the entire project, shall conduct evaluation of specific funded projects, and shall capture both process and outcomes findings, using a mixed methods approach. The Evaluation will assess the degree to which this process and individual projects address all three *Top Tier Needs* in ways that respond to the unique needs of families.

II. BACKGROUND AND OVERVIEW

Since 2010, over \$20 million in mitigation funds designated for community benefits purposes have been pledged by developers to the City of Cambridge (the “City”) through zoning amendments and agreements, of which \$7.5 million has been received by the City to date. Upon completion of various stages of development, additional monies will be deposited into the *Community Benefits Fund* to further assist in the expansion of services to better address the unmet needs of Cambridge residents, as defined above (Priority Target Population).

Prior to the formation of the Committee, the City conducted a comprehensive needs assessment for an in-depth understanding of the City’s most pressing needs and service gaps, and to enable the City to make informed decisions on the investment of *Community Benefits Funds*. The *Community Needs Assessment* was completed in January 2017 and adopted by the Cambridge City Council in May 2017.

The Committee is charged with soliciting and evaluating proposals from local nonprofit partnerships for the provision of services to Cambridge residents, and with establishing the rules, regulations, and guidelines for the proper administration of community benefits funds. The Committee’s recommendations are informed by Cambridge City Council’s *Guiding Principles for Community Benefits Funding*, which were originally established by the Ordinance, then adopted and expanded in the *Community Needs Assessment*, as well as relevant demographic data, pertinent research, subject-matter experts, and the collective expertise of the Committee. The Committee includes the diverse perspective of residents, representatives from the local nonprofit community, businesses, and universities, and works with City staff to make recommendations to the City Manager for the award of Community Benefits Grants.

III. GOALS TO BE ACCOMPLISHED

The Committee’s overarching goal for the Evaluation Process is to understand which strategies and methods work best for families in addressing the *Top Tier Needs* identified in the *Community Needs Assessment*, and to help inform future rounds of Community Benefits Funding. *The Tiered Needs* (see [Appendix B](#)) represent complex and interrelated issues requiring an approach to the provision of services that prioritizes partnership and coordination, the integration of services, and a commitment to broader engagement of the community and available resources.

The Committee's proposed approach includes an integrated focus on the *Top Tier Needs* which will require partnership, coordination, and integration of services from grantees, and anticipates systems change over time.

The Committee seeks to maximize the impact of available funds to address the *Top Tier Needs*, and has identified a Priority Target Population that will be the focus of this initial round of funding – *families with children that are low-income or in poverty, particularly those headed by a single woman*.

The Committee's overarching goals for the Evaluation Protocol comprises two parts:

Project Outcomes

Goal 1 – Project Outcomes: To document project accomplishments, including change in anticipated community-level, project-level, and individual family-/participant-level outcomes of funded projects.

The Community Benefits Process

Goal 2 – Planning Phase: To understand the role of the Planning Phase in supporting successful project implementation.

Goal 3 – Process of Project Implementation: To describe the core elements of each project, including the partnership, families served, the services delivered, the strategies used, and the outcomes obtained.

Goal 4 - Future Rounds of Funding: To inform future Community Benefits grant cycles by improving understanding of what works, what doesn't work, and what could be done better.

IV. SCOPE OF WORK (SOW)

While the exact strategies of planning and implementation have yet to be determined, the successful Proposer shall be responsible for developing and implementing an Evaluation Protocol that can address and respond to the Committee's *Goals to be Accomplished* and Core Questions throughout the Community Benefits Funding Process:

1) ***Evaluation Services during Proposal Development Phase – Estimated Dates: February 2019 – April 2019***

During the Proposal Development Phase, the successful Proposer shall:

- work with the Committee to respond to questions from and provide relevant information to Applicants as a group prior to submission of Planning Grant Proposals
- work with the Committee to develop a conceptual framework and overall approach for achieving impact through coordination and collaboration
- define the purpose of, audience for, and use of the evaluation
- develop timeline and identify staff responsible for the Evaluation deliverables stated clearly

2) ***Evaluation Services during Planning Phase – Estimated Dates: April 2019 – February 2020***

At the end of the Planning Phase, Grantees will be required to submit a 3-year ***Plan for Implementation*** which details proposed strategies to addressing the *Top Tier Needs*. The plan may include, but not be limited to: roles and responsibilities of each partner, including the lead organization; logic model; proposed outcomes and metrics; number of families to be served; implementation budget; and approach to community engagement and input from families. While the Committee will be responsible for assessing the feasibility of the ***Plans for Implementation***, the successful Proposer shall be responsible for process and impact evaluation of the Planning Phase, and shall:

- work with the selected grantees and the Committee to build overall and local evaluation plans that respond to the Committee's *Goals to be Accomplished* – including Project Outcomes (primarily quantitative), and implementation and evaluation of the Community Benefits Process (primarily qualitative).
- provide appropriate supports to applicants as needed to ensure all ***Plans for Implementation*** can meet the evaluation criteria
- conduct monthly phone calls with the Committee's Evaluation Subcommittee (or similar designee) related to progress status on the evaluation

- set up systems to put into place for collection of the required data for reporting
- attend and present at Committee meetings as requested

Core Planning Questions the Committee would like to have answered include, but are not limited to:

- **Question 2.1:** Is the Planning Phase a core/essential part of the overall model? Should we have a Planning Phase in future rounds of funding? What are the features of a successful ***Plan for Implementation?***
- **Question 2.2:** What strategies and methods worked during the Planning Phase? What didn't work? Is the Planning Phase long enough?
- **Question 2.3:** What does it take for partnerships to collaborate effectively during the Planning Phase?
- **Question 2.4:** What organizations were represented in the partnerships that were selected for the Planning Phase (sector, size, etc.)? Does a particular mix of organizations facilitate the development of a successful plan?

Deliverables for the Planning Phase shall include:

- submit reports on the progress of each grantee and the evaluation of the overall project
- provide a brief background on the development hypotheses and ***Plan for Implementation*** of project by each Grantee
- clearly and specifically articulate existing activity/project/approach, monitoring data/reports that are available (i.e., tracking specific indicators, baseline data, targets, and/or progress towards targets)
- final Evaluation Plan that includes logic models for each grantee
- baseline data collected for applicable measures

3) Evaluation Services during Implementation Phase – Estimated Dates: February 2020 – February 2023

Throughout the Implementation Phase, Grantees will be asked to measure the outcomes of their efforts to determine the extent to which their proposed strategies achieve their objective of addressing the *Top Tier Needs*. Additionally, Grantees will also measure the degree to which the stability and resilience of families they have served has increased or been enhanced, and how resiliency and systems change across the community have been advanced. The successful Proposer shall be responsible for process and impact evaluation of the Implementation Phase, and shall:

- lead the project data collection and analyses
 - There shall be regular meetings/calls between the Evaluation Team, the Committee, and Grantees (schedule to be determined) as well as periodic collaborative evaluation sessions with all three groups together.
- support Grantees in developing their capacity for continuous quality improvement, including looking at and making meaning of their respective program data and outcomes to consider opportunities for programmatic refinements
- conduct outcome evaluation to contribute to the evidence base for effective community strategies
- analyze data on selected short-, mid-, and long-term outcome indicators to track progress over the course of the grant period
- attend and present at Committee meetings as requested

Core Process Questions the Committee would like to have answered include, but are not limited to:

- **Question 3.1:** How feasible are the ***Plans for Implementation?*** Have what grantees proposed within the realm of what is possible to implement?
- **Question 3.2:** Which families were served? Are grantees serving the families they intended to serve? Is there a service package/some combination of services that were delivered?
- **Question 3.3:** What does it take for partnerships to collaborate effectively? Are partners invested and attending? Is there consensus on what the problem is and how to solve it? How strong is each partnership? How do partnerships change/adapt over time?
- **Question 3.4:** What does it take to be an effective Lead Organization? What does the leadership look like? Are some organizations more effective as lead organizations than others? What is required of the leadership of partner (non-lead) organizations? What kind of staff were used for what roles?

Core Outcome Questions the Committee would like to have answered include, but are not limited to:

- **Question 3.5:** Did projects achieve their intended outcomes? If so, why? If not, why not?
- **Question 3.6:** What has changed for families and for the community as a result of what each partnership has been able to do? How does this change compare across partnerships? How did this change impact the relationship between organizations in a partnership?
- **Question 3.7:** What are the strategies that work for families? What drove the outcomes for certain families?
- **Question 3.8:** To what degree have the short-term goals (enhanced housing stability, enhanced economic stability, and/or enhanced family well-being, including improved access to enhanced provision of mental and behavioral health supports and counseling services) been met/enhanced?
- **Question 3.9:** To what degree have the long-term goals (housing and economic stability, and enhanced child and adult resiliency) met/enhanced? How did short-term goals lead to long-term changes?

Deliverables for the Implementation Phase shall include:

- submit reports every 6 months on the progress of the evaluation – summary of quantitative and qualitative data provided to the Evaluation Team from the Grantees and reflection on the evaluation process overall and work with Grantees
- as needed, provide summaries of progress reports and/or other analyses/reports to be used for dissemination of evaluation updates

4) **Post-Funding Assessment and Evaluation** – Estimated Dates: February 2023 – February 2024

During the Post-Funding Assessment and Evaluation Phase, the successful Proposer shall:

- provide an assessment of the sustainability of individual projects, and the Committee’s overall approach
- finalize the collection and analysis of evaluation data and submit final report
- present qualitative and quantitative final report to the Committee and the community

Core Assessment Questions the Committee would like to have answered include, but are not limited to:

- **Question 4.1:** To what degree has the landscape of and/or relationship among nonprofits and service providers changed?
- **Question 4.2:** What can we learn about interrelatedness of the *Top Tier Needs*, and about the Committee’s theory of change that moving the needle on one requires attention to all three?
- **Question 4.3:** Was the amount of funding sufficient to support grantees and their ***Plans for Implementation***? Was the approach to funding effective, particularly the grant period of 3 years? Was funding structured to maximize impact and outcomes?
- **Question 4.4:** What are the possible challenges/barriers to success that are beyond the scope of this process?

V. PROJECT DIRECTION & GENERAL REQUIREMENTS

The Community Benefits Advisory Committee or its designee will serve as the Client of the Evaluation Team and will provide direction and oversight for the Evaluation Process. Support from the Committee may include, but is not limited to, sharing of existing data, an extensive knowledge of the Cambridge nonprofit and social service provider community, and access to key stakeholders. It is the intention of the Committee to review the Evaluation Team’s methodology and action plan to offer feedback and guidance prior to initiating the Evaluation Protocol. It is also expected that the Evaluation Team will meet with the Committee to review results during and following each phase and to discuss implications of findings, analysis and recommendations. Additional expectations are as follows:

Project Direction

- There shall be an Evaluation Team Leader who will manage the Evaluation Team and serve as the liaison between the Evaluation Team and the Committee.

- The Evaluation Team shall meet with the Committee at least 6 times over the course of the project. Regular progress monitoring meetings with the Committee shall be jointly agreed to at the beginning of the engagement.
- All evaluation plans and instruments shall be developed with input from the Committee, with the Committee having final approval on all plans and instruments before their implementation.
- The final report shall include all documentation, analysis, findings and recommendations as described in Scope of Work (SOW). The Evaluation Team will provide interim, draft final, and final written reports.
- The Evaluation Team shall provide to the Committee data access in which the data that has been collected is returned to the Committee in a form that can be analyzed. The City will own the data.
- The Evaluation Team shall collaborate with the Committee to disseminate both process and outcomes findings from the evaluation to a variety of audiences.
- The Evaluation Team shall be asked to present findings and recommendations to the City Manager and at a public meeting of the City Council.

Evaluation Protocol

- The Evaluation Team shall have the capacity to provide primary direction and oversight to evaluation processes for complex, multi-year contracts, and have experience in designing and managing Evaluation Protocols of this scope and scale.
- The Evaluation Team shall complete the Evaluation Protocol within the timeframe and budget.
- The Evaluation Team shall demonstrate an openness to exploration, qualitative models, and developing approaches to continuous quality improvement.
- The Evaluation Team shall have demonstrated expertise in both quantitative and qualitative data collection and analysis methods, and in evaluating data in an unbiased manner.
- The Evaluation Team shall serve as observer/documenter of process, and as support for grantees.
- The Evaluation Protocol shall include Evaluation Criteria for the overall project, and for each grantee’s project and outcomes:
 - one evaluation across all grantees, with ability to look and provide detailed information across grantees (both process and outcomes evaluation)
- The Evaluation Team shall ensure development of robust *Plans for Implementation* during Planning Phase, including logic models.
- The Evaluation Team shall exhibit professional writing and editing skills for producing final reports, accessible to both lay and technical audiences, which are easy to read, well-organized and professionally presented.
- The Evaluation Team shall approach this work with a sensitivity to the issues and the community’s needs, and should have cultural competency – *attitudes, perspectives, behaviors, and policies (both individually and organizationally) that promote positive and effective interactions with diverse cultures* – built into the Evaluation Protocol.
- The Evaluation Team shall have an understanding or awareness of regional dynamics – and the impact they have on families and the Top Tier Needs – which may result in possible challenges or barriers to success that are beyond the scope of this process.

VI. PROJECT SCHEDULE & MILESTONES

The award of any contract as a result of this RFP is subject to majority vote approval of the Cambridge City Council.

Request for Proposal Advertised/Available	Thursday, November 22, 2018
Request for Proposal – Due Date	Thursday, January 10, 2019
Notice of Award	on or before Friday, February 22, 2019
Project Start Date	on or before Monday, April 15, 2019
Final Report	by December 2023
Presentation of Findings/Recommendations	by Winter 2024

VII. QUALITY REQUIREMENTS

The Applicant must unconditionally check “YES” in response to each requirement set forth in this section. A “NO” response or a failure to respond to any of the following quality requirements will result in rejection of your proposal. The City shall reject any proposal that modifies, qualifies or limits its affirmative response in any way.

<input type="checkbox"/> Yes	<input type="checkbox"/> No	1. The Proposer has the capacity to complete all requirements put forth in the Scope of Work (SOW).
<input type="checkbox"/> Yes	<input type="checkbox"/> No	2. The Proposer has experience conducting process and outcome evaluation.
<input type="checkbox"/> Yes	<input type="checkbox"/> No	3. The Proposer has experience evaluating programs serving families with complex and multiple needs.
<input type="checkbox"/> Yes	<input type="checkbox"/> No	4. The Proposer is able to commence work within 45 days of notice of award and is able to complete the scope of services according to the schedule provided in this Request for Proposals.

THE QUALITY REQUIREMENT FORM MUST BE SUBMITTED WITH THE NON-PRICE PROPOSAL.

VIII. COMPARATIVE EVALUATION CRITERIA

Responses to this Request for Proposal will be evaluated according to the following criteria, which are intended to assist the Community Benefits Advisory Committee in evaluating the proposals. All proposals will be evaluated by an Evaluation Committee comprised of current CBAC members. Each responsive and responsible proposal shall be assigned a rating of “highly advantageous,” “advantageous” or “not advantageous” corresponding to each comparative evaluation criterion set forth in this RFP.

Any proposal that does not earn at least a “not advantageous” rating in any criterion will be automatically deemed to have received an “unacceptable” rating for that criterion. The evaluation committee will then assign an overall composite rating to each proposal.

1. Years of Experience Evaluating Community Project(s) of Similar Scope

- Highly Advantageous: To receive a highly advantageous rating, the Proposer will have experience of five (5) or more years evaluating community project(s) of a similar scope that have called for high-level project evaluation and project-specific impacts and indicators.
- Advantageous: To receive an advantageous rating, the Proposer will have experience of 3-4 years evaluating community project(s) of a similar scope that have called for high-level project evaluation and project-specific impacts and indicators.
- Not Advantageous: A not advantageous rating will be given if the Proposer has less than three (3) years of experience evaluating community project(s) of similar scope.

2. Number of Evaluations for Community Projects of Similar Scope

- Highly Advantageous: To receive a highly advantageous rating, the Proposer will have experience evaluating more than three (3) or more community projects of a similar scope that have called for high-level project evaluation and project-specific impacts and indicators.
- Advantageous: To receive an advantageous rating, the Proposer will have experience evaluating 1-3 community projects of a similar scope that have called for high-level project evaluation and project-specific impacts and indicators.
- Not Advantageous: A not advantageous rating will be given if the Proposer does not have experience evaluating community projects of similar scope.

3. Experience in Measuring Positive Outcomes for Families with Complex/Interrelated Needs

- Highly Advantageous: To receive a highly advantageous rating, the Proposer would have used qualitative and quantitative methods in evaluating more than three (3) projects of a similar scope to measure efforts to enhance and stabilize outcomes for families with complex and interrelated needs.
- Advantageous: To receive an advantageous rating, the Proposer would have used qualitative and quantitative methods in evaluating 1-3 projects of a similar scope to measure efforts to enhance and stabilize outcomes for families with complex and interrelated needs.
- Not Advantageous: A not advantageous rating will be given if the Proposer cannot demonstrate the use of qualitative and quantitative methods in evaluating projects of similar scope to measure efforts to enhance and stabilize outcomes for families with complex and interrelated needs.

4. Experience with Target Population

- Highly Advantageous: To receive a highly advantageous rating, the Proposer will have experience evaluating more than three (3) projects that have included services to the Target Population.
- Advantageous: To receive a highly advantageous rating, the Proposer will have experience evaluating 1-3 projects that have included services to the Target Population.

- Not Advantageous: A not advantageous rating will be given if the Proposer has no experience evaluating projects that have included services to the Target Population.

5. Understanding of Family Resiliency

- Highly Advantageous: To receive a highly advantageous rating, the Proposer will demonstrate, in written materials and through references, an approach to family resiliency that demonstrates a deep understanding of resiliency.
- Advantageous: To receive an advantageous rating, the Proposer will demonstrate, in written materials and through references, an approach to family resiliency that demonstrates some understanding of resiliency.
- Not Advantageous: A not advantageous rating will be given if the Proposer has not demonstrated an approach to family resiliency that demonstrates an understanding of resiliency.

6. Evaluation Strategy and Plan

- Highly Advantageous: To receive a highly advantageous rating, the proposal will provide a detailed and well-thought out strategy to address all aspects of the Scope of Work (SOW), a clearly stated approach and methodology that addresses all items outlined in SOW, and a realistic project timeline (as determined by the Committee) that meets the deliverables stated within the RFP.
- Advantageous: To receive an advantageous rating, the proposal will provide a detailed and well-thought out strategy to address most (more than $\frac{3}{4}$) aspects of the Scope of Work (SOW), a clearly stated approach and methodology that addresses most of the items outlined in SOW, and a realistic project timeline (as determined by the Committee) that meets the deliverables stated within the RFP.
- Not Advantageous: A not advantageous rating will be given if the proposal provides a strategy that addresses limited (less than $\frac{3}{4}$) aspects of the Scope of Work (SOW) and does not have a realistic project timeline (as determined by the Committee) that meets the deliverables stated within the RFP.

7. Quality of References

- Highly Advantageous: To receive a highly advantageous rating, the Proposer will provide more than three (3) positive references from clients who can comment on their experiences with the Proposer, their areas of expertise, and their ability to complete a study of similar scope and complexity as described in this RFP. At least two of these references must be for the Evaluation Team Leader.
- Advantageous: To receive an advantageous rating, the Proposer will provide 1-2 positive references from clients who can comment positively on their experiences with the Proposer, 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 Evaluation Team Leader.
- Not Advantageous: A not advantageous rating will be given if the Proposer cannot provide positive references.

8. Evidence of Working with Multiple Organizations

- Highly Advantageous: To receive a highly advantageous rating, the Proposer will provide a project description of more than three (3) projects (with level of success demonstrated through references) in which the Proposer worked with and evaluated collaborative projects that included multiple organizations to complete a community project of similar scope, which would include, but not be limited to, the development of evaluation plans, methodology, and process and outcomes measurements.
- Advantageous: To receive an advantageous rating, the Proposer will provide a project description of 1-3 projects (with level of success demonstrated through references) in which the Proposer worked with and evaluated collaborative projects that included multiple organizations to complete

a community project of similar scope, which would include, but not be limited to, the development of evaluation plans, methodology, and process and outcomes measurements.

- **Not Advantageous:** A not advantageous rating will be given if the Proposer provides no evidence of a project (with level of success demonstrated through references) for which the Proposer worked with and evaluated collaborative projects that included multiple organizations to complete a community project of similar scope.

9. Interview of Proposers by the Community Benefits Advisory Committee

- **Highly Advantageous:** To receive a highly advantageous rating, the Proposer will prepare and deliver a presentation that: demonstrates a **clear** understanding of the overall goals, objectives, and components of the project; demonstrates that **all** Team Members assigned to this project have the expertise, experience and knowledge of relevant fields of research to provide high-level evaluation and generate project-specific impacts and indicators; and describes the Evaluation Strategy & Plan that addresses the SOW.
- **Advantageous:** To receive an advantageous rating, the Proposer will prepare and deliver a presentation that: demonstrates a **somewhat clear** understanding of the overall goals, objectives, and components of the project; demonstrates that **most** Team Members assigned to this project have the expertise, experience and knowledge of relevant fields of research to provide high-level evaluation and generate project-specific impacts and indicators; describes an Evaluation Strategy & Plan that evidences **some** understanding of the SOW.
- **Not Advantageous:** A not advantageous rating will be given if the Proposer's presentation does not demonstrate an understanding of the overall goals, objectives, and components of the project; **OR** does not demonstrate that most Team Members have the expertise, experience and knowledge of relevant fields of research to provide high-level evaluation and generate project-specific impacts and indicators; **OR** does not describe a Evaluation Strategy & Plan that evidences some understanding of the SOW.

IX. APPLICATION PROCESS: REQUIRED PROPOSAL SUBMISSIONS

To be considered for this evaluation contract, Applicants must complete a proposal responding to the information requested below. All responses submitted to the Committee should be single-spaced, using size 11 font (tables may use smaller font). Submissions that do not meet this requirement may not be reviewed in full.

1) Experience Evaluating Community Projects of a Similar Scope (~2000 words, 2-3 Pages)

Reference: Please see #1-5 in the Comparative Evaluation Criteria

- provide an overview of the Evaluation Team's collective years of experience evaluating community projects of a similar scope
- provide descriptions and work samples demonstrating the Evaluation Team's collective experience with community projects of a similar scope
- provide descriptions of the Evaluation Team's collective experience in measuring positive outcomes for families with complex/interrelated needs
- provide descriptions and work samples demonstrating the Evaluation Team's collective experience in evaluating community projects of a similar scope that have provided services to the Target Population
- describe an approach to family resiliency that demonstrates an understanding of resiliency

2) Evaluation Strategy & Plan (~2000 words, 2-3 Pages)

Reference: Please see #6 in the Comparative Evaluation Criteria.

- a comprehensive strategy and plan, including timeline, that addresses all objectives stated in the Scope of Work (SOW) and meets the milestones of the project as identified in the RFP
- describe how the Evaluation Team proposes to achieve the Goals to be Accomplished identified in the RFP, with sensitivity to the realities of community practice, including an initial plan for what will be measured, and how and when data will be collected and analyzed

- describe strategies for developing a systematic, qualitative component to the evaluation for addressing implementation/process questions

3) Organizational Capacity (~500 words, 1 Page)

Reference: Please see #7-9 in the Comparative Evaluation Criteria.

- provide a summary of the organization
- identify the individuals who comprise the Evaluation Team and their roles and responsibilities
- identify which Team Members(s) has demonstrated experience in subsections 1-5 of Section VIII: Comparative Evaluation Criteria
- provide the name, telephone number and email address of the primary contact for this proposal
- describe the resources available to the Evaluation Team through the organization that will be put toward the evaluation
- positive references from at least three (3) clients for whom the organization has provided similar services, at least two of which must also speak to the Team Leader

a) Team Leader Contact Information and Background (~1000 words)

- provide a summary of the Team Leader's background and professional evaluation experience as relevant for this project
- at least one example final report or comparable document from a previous project on which the team leader is a primary author

b) Team Personnel – Experience and Roles (~1500 words)

- provide the names, experience and potential roles of all Evaluation Team members, including any individual(s) who will be working as Consultant(s) with the team
- provide a description of any prior experience the Evaluation Team has working together on similar projects (if applicable, provide a description of experience members of the team have in working on system of care projects or partnering with a philanthropic organization, or with local government or government agencies)

4) Additional Documents (Does Not Count Against Word/Page Limit)

- A. Evaluation Organization Information
 - i. Agency Mission Statement
 - ii. Agency Board of Directors (if applicable)
 - iii. Organizational Chart identifying where the services and functions proposed for the Evaluation Protocol will be located
 - iv. IRS Letter of Exemption (if applicable)
 - v. Most recent Form 990 and AG-IL 990 (if applicable)
- B. Team CVs or Resumes
- C. Example Final Report
- D. Reference Contact Information List

Appendix A.

The Guiding Principles for Community Benefits Funding

First established by the Ordinance, and further articulated in the Community Needs Assessment, the Guiding Principles for Community Benefits Funding fall into four categories:

Frame Needs Thoughtfully

- Fund programs or services that directly benefit Cambridge residents.
- Emphasize funding priorities, established by the City Council, informed by the outcomes of the Needs Assessment.
- Prioritize support for vulnerable and under-served populations.
- Consider neighborhood(s) impacted by development projects.

Build on Existing Assets and Programs

- Consider other public resources allocated to a neighborhood in order to better understand unmet needs.
- Promote awareness of and connection to existing programs and services.
- Prioritize approaches that leverage other private and public resources.
- Encourage an asset-based approach that recognizes and builds on the resilience of Cambridge residents and communities.

Promote Holistic Approaches, Innovation, and Collaboration

- Recognize the inter-connectedness among community needs.
- Emphasize holistic and creative ideas that promote prevention and coordination across systems and organizations.
- Remain open to bold and innovative approaches to challenging issues.
- Recognize that addressing community challenges takes time, and provide the latitude for longer-term interventions.
- Prioritize funding for nonprofit applicants that promote collaboration, partnership, and collective impact.
- Encourage and incorporate program evaluation to identify which strategies work best.

Simplify the Application Process

- Establish a transparent, inclusive, and collaborative process.
- Provide support and technical assistance to nonprofits in the application process to ensure equal opportunity and access.
- Provide opportunities for renewable grants to returning nonprofit providers that have an excellent performance evaluation record and programmatic success.

Appendix B.

The Tiered Needs

The Community Needs Assessment developed a framework to prioritize needs and inform future funding. This approach recognizes that needs vary based on **breadth** (the number of individuals and neighborhoods affected), **impact** (the degree of challenges imposed on individuals and neighborhoods), and **urgency** (the combination of severity and time).

Knowledge of the service context in Cambridge can also inform thinking on **feasibility** (the extent to which organizations have the capacity to address relevant needs with additional resources), and **synergy** (the extent to which directing resources to these needs has the potential to address other needs).

Top Tier Needs

- Affordable Housing & Homelessness
- Financial Security
- Behavioral Health: Mental Health & Substance Abuse

Middle Tier Needs

- Food
- Civic Engagement & Social Capital
- Education
- Employment

Lower Tier Needs

- Safety
- Transportation
- Arts, Culture, and Recreation
- Health
- Built and Natural Environment

Price Proposal Form

Please provide a price proposal for each of the four phases listed below. **Prices must be submitted separately.** Do not include any reference to price in your non-price technical proposal. Prices must remain firm throughout the life of the contract. The total number of hours listed on this price proposal form is an estimate. The City does not guarantee a specific number of hours or grantees.

1. Proposal Development Phase \$ _____/hour X 100 hours (estimated) = _____ total

Total price in words for the Proposal Development Phase

2. Planning Phase \$ _____/grantee

Price per grantee during the Planning Phase in words

3. Implementation Phase \$ _____/grantee

Price per grantee during the Implementation Phase in words

4. Post-Funding Assessment and Evaluation \$ _____/hour X 150 hours (estimated) = _____ total

Total price in words for the Proposal Development Phase

Signature of Proposer

This form must be submitted in a SEPARATE SEALED ENVELOPE

Americans with Disabilities Act (42 U.S.C. 12131)
Section 504 of the Rehabilitation Act of 1973
Tax Compliance/Anti-Collusion Statement
Debarment Statement

The Americans with Disabilities Act (the "Act") applies to all employers of fifteen or more employees. All vendors that are subject to the Act must comply with its provisions. In further compliance with the Act, all Contractors who enter into contracts with the City are prohibited from discrimination against the City's employees, regardless of the size of the Contractor.

The Act protects against discrimination since "disability", which is defined as a physical or mental impairment that substantially limits at least one "major life activity"; discrimination against a person having a history or record of such impairment; and discrimination against an individual regarded - even if inaccurately - as having such an impairment. The Act also expressly prohibits discrimination that is based on an individual's relationship or association with a disabled person.

The Contractor shall not discriminate against any qualified employee or job applicant with a disability and will make the activities, programs and services covered by any contract awarded through this procurement readily accessible to and usable by individuals with disabilities. To be qualified for a job, or to avail oneself of the Contractor's services, the individual with the disability must meet the essential eligibility requirements for receipt of the Contractor's services or participation in the Contractor's programs or activities with or without: 1) reasonable modifications to the Contractor's rules, policies and practices; 2) removal of architectural, communication, or transportation barriers; or, 3) provisions of auxiliary aids and services.

By submitting its contract, the Contractor certifies to the City of Cambridge that it understands and will comply with all applicable provisions of the Act, including compliance with applicable provisions of Section 504 of the Rehabilitation Act of 1973, if the Contractor is receiving federal funds.

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

As required by M.G.L. c. 62C, §49A, the undersigned certifies under the penalties of perjury that the Contractor has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

The undersigned certifies that it is not currently subject to any State or Federal debarment order.

Date: _____

(Print Name of person signing bid)

(Signature & Title)

Submit this form with your bid.

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.

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>

City of Cambridge CORI Policy

1. Where Criminal Offender Record Information (CORI) checks are part of a general background check for employment or volunteer work, the following practices and procedures will generally be followed.
2. CORI checks will only be conducted as authorized by Criminal History Systems Board (CHSB). All applicants will be notified that a CORI check will be conducted. If requested, the applicant will be provided with a copy of the CORI policy.
3. An informed review of a criminal record requires adequate training. Accordingly, all personnel authorized to review CORI in the decision-making process will be thoroughly familiar with the educational materials made available by the CHSB.
4. Prior to initiating a CORI check, the City will review the qualifications of the applicant to determine if the applicant is otherwise qualified for the relevant position. The City will not conduct a CORI check on an applicant that is not otherwise qualified for the relevant position.
5. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determination of suitability based on CORI checks will be made consistent with this policy and any applicable law or regulations.
6. If a criminal record is received from CHSB, the authorized individual will closely compare the record provided by CHSB with the information on the CORI request form and any other identifying information provided by the applicant, to ensure the record relates to the applicant.
7. If, in receiving a CORI report, the City receives information it is not authorized to receive (e.g. cases with dispositions such as not guilty or dismissal, in circumstances where the City is only authorized to receive convictions or case-pending information), the City will inform the applicant and provide the applicant with a copy of the report and a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record* so that the applicant may pursue correction with the CHSB.
8. If the City of Cambridge is planning to make an adverse decision based on the results of the CORI check, the applicant will be notified immediately. The applicant shall be provided with a copy of the criminal record and the City's CORI policy, advised of the part(s) of the record that make the individual unsuitable for the position and given an opportunity to dispute the accuracy and relevance of the CORI record.
9. Applicants challenging the accuracy of the criminal record shall be provided a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record*. If the CORI record provided does not exactly match the identification information provided by the applicant, the City of Cambridge will make a determination based on a comparison of the CORI record and documents provided by the applicant. The City of Cambridge may contact CHSB and request a detailed search consistent with CHSB policy.
10. If the City of Cambridge reasonably believes the record belongs to the applicant and is accurate, then the determination of suitability for the position will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to the following:
 - (a) Relevance of the crime to the position sought;
 - (b) The nature of the work to be performed;
 - (c) Time since the conviction;
 - (d) Age of the candidate at the time of offense;
 - (e) Seriousness and specific circumstances of the offense;
 - (f) The number of offenses;
 - (g) Whether the applicant has pending charges;
 - (h) Any relevant evidence of rehabilitation or lack thereof;
 - (i) Any other relevant information, including information submitted by the candidate or requested by the City.

11. The Personnel Department will assist affected departments, in assessing the suitability of candidates in accordance with paragraph 10 a through i above, to ensure consistency, fairness, and protection of employment opportunities and the public interest.
12. The City of Cambridge will notify the applicant of the decision and the basis of the decision in a timely manner.
13. CORI information shall not be disseminated or shared with any unauthorized employees or other, but shall be maintained in confidence consistent with the obligations of law.

Revised May 5, 2007

ORDINANCE NUMBER 1312

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

City of Cambridge

In the Year Two Thousand and Eight

AN ORDINANCE

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

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

Adding after Section 2.112.050 the following new sections:

SECTION 2.112.060

CORI SCREENING BY VENDORS OF THE CITY OF CAMBRIDGE

Sections:

- 2.112.061 Purpose**
- 2.112.062 Definitions**
- 2.112.063 CORI-Related Standards of the City of Cambridge**
- 2.112.064 Waiver**
- 2.112.065 Applicability**
- 2.112.061 Purpose**

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

2.112.062 Definitions

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

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

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

2.112.063 CORI-Related Standards of the City of Cambridge

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

2.112.064 Waiver

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

2.112.065 Applicability

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

In City Council January 28, 2008.
Passed to be ordained by a yea and nay vote:-
Yeas 9; Nays 0; Absent 0.
Attest:- D. Margaret Drury, City Clerk.

A true copy;

ATTEST:-

D. Margaret Drury
City Clerk

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.

Submit this form with your bid.

ORDINANCE NUMBER 1376

Final Publication Number 3390. First Publication in the Chronicle on November 5, 2015.

City of Cambridge

In the Year Two Thousand and Fifteen

AN ORDINANCE

In amendment to the Ordinance entitled "Municipal Code of the City of Cambridge"

Be it ordained by the City Council of the City of Cambridge that the Municipal Code of the City of Cambridge be amended as follows:

Chapter 2.121

LIVING WAGE ORDINANCE Sections:

2.121.010 Title and Purpose

2.121.020 Definitions

2.121.030 Living Wage

2.121.040 Waivers and Exceptions

2.121.050 Notification Requirements

2.121.060 Duties of covered Employers

2.121.070 Community Advisory Board

2.121.080 Enforcement

2.121.090 Severability

2.121.100 Effective Date

2.121.010 Title and Purpose.

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

2.121.020 Definitions.

For the purposes of this ordinance, the term:

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

(b) "Assistance" means:

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

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

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

(c) "Beneficiary" means:

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

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

(d) Covered Employer" means the City of Cambridge or a Beneficiary of Assistance, but does not include a Covered Building Services Employer.

(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, other than a Covered Building Service Employee, 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.

(j) **“Covered Building Service Employee”** means any person performing building service work for a Covered Building Service Employer, either directly or through a contract or subcontract.

(k) **“Building Services” or “Building Service Work”** means work performed in connection with the cleaning of buildings and security guard services.

(l) **“Covered Building Service Contract”** means a contract or subcontract to provide Building Services to the City of Cambridge or any of its departments or subdivisions.

(m) **“Covered Building Service Contractor” or “Covered Building Service Employer”** means an entity providing Building Services on a Covered Building Service Contract or subcontract with the City or any of its departments or subdivisions.

(n) **“Standard Compensation”** has the meaning stated in Section 2.121.040.

2.121.030 Living Wage.

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

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

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

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

2.121.040 “Standard Compensation”

(a) **Applicability.** Covered Building Services Employers shall pay no less than the Standard Compensation to Covered Building Service Employees.

(b) **Standard Compensation** shall include the standard hourly rate of pay for the relevant classification.

(c) **Amount.** (i)The “Standard Hourly Rate of Pay” for Covered Building Service Employees other than for security guards shall be the greatest of the following:

(1) The Living Wage rate as defined in 2.121.030; or

(2) the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 27H of chapter 149 of the General Laws of Massachusetts;

(ii) The “Standard Hourly Rate of Pay for security guards” shall be the greatest of the following:

(1) The Living Wage rate as defined in 2.121.030; or

(2) the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 3 of chapter 195 of the Massachusetts Acts of 2014; or

(3) the hourly rate paid to workers in the relevant classification under a preceding Building Service Contract.

(iii) The Standard Hourly Rate of Pay for Covered Building Service Employees other than for security guards shall be annually adjusted to be no less than the greatest of the following:

(1) the previous hourly rate of pay increased by the annual percentage difference between the current Boston-Lawrence-Salem, MA - NH Consumer Price Index (CPI) for all items for All Urban Consumers and the same CPI for the same month of the previous year, or

(2) the current prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 27H of chapter 149 of the General Laws of Massachusetts.

(iv) The Standard Hourly Rate of Pay for security guards shall be annually adjusted to be no less than the greatest of the following:

(1) the previous hourly rate of pay increased by the annual percentage difference between the current Boston-Lawrence-Salem, MA - NH Consumer Price Index (CPI) for all items for All Urban Consumers and the same CPI for the same month of the previous year, or

(2) the current prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 3 of chapter 195 of the Massachusetts Acts of 2014.

(v) “Standard Benefits” for Covered Building Service Employees other than for security guards shall be an hourly supplement furnished by a Covered Building Service Employer to a Covered Building Service Employee in one of the following ways: (1) in the form of health and other benefits (not including paid leave) that cost the Covered Building Service Employer the entire required hourly supplemental amount; (2) by providing a portion of the required hourly supplement in the form of health and other benefits (not including paid leave) and the balance in cash; or (3) by providing the entire supplement in cash. The required hourly supplemental rate shall be equal to the greatest of the following: (1) the monetary value of the health and other benefits (not including paid leave) provided under the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 27H of chapter 149 of the General Laws of Massachusetts; or (2) twenty percent (20%) of the standard hourly rate of pay.

(vii) “Standard Benefits for security guards” shall be an hourly supplement furnished by a Covered Building Service Employer to a Covered Building Service Employee in one of the following ways: (1) in the form of health and other benefits (not including paid leave) that cost the Covered Building Service Employer the entire required hourly supplemental amount; (2) by providing a portion of the required hourly supplement in the form of health and other benefits (not including paid leave) and the balance in cash; or (3) by providing the entire supplement in cash. The required hourly supplemental rate shall be equal to the greatest of the following: the monetary value of the health and other benefits (not including paid leave) provided under the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 3 of chapter 195 of the Massachusetts Acts of 2014; or (2) twenty percent (20%) of the standard hourly rate of pay.

(viii) For the purposes of this section, “benefits” shall not include workers compensation or other legally mandated insurance, nor shall it include the value of any benefit for which the Covered Building Service Employee is eligible, but for which no payment is actually made by a Covered Building Service Employer to the

Covered Building Service Employee or to any other party on the Covered Building Service Employee's behalf, because the Covered Building Service Employee either does not actually utilize or does not elect to receive the benefit for any reason

(ix) Standard benefits for Covered Building Service Employees other than for security guards shall be adjusted annually to be no less than equal to the value of the greatest of the following: (1) the value of the previous standard benefits increased by the annual percentage difference between the current Boston-Lawrence-Salem, MA - NH Consumer Price Index (CPI) for all items for All Urban Consumers and the same CPI for the same month of the previous year, or (2) the current monetary value of the health and other benefits (not including paid leave) provided under the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 27H of chapter 149 of the General Laws of Massachusetts.

(x) Standard benefits for security guards shall be adjusted annually to be no less than equal to the value of the greatest of the following: (1) the value of the previous standard benefits increased by the annual percentage difference between the current Boston-Lawrence-Salem, MA - NH Consumer Price Index (CPI) for all items for All Urban Consumers and the same CPI for the same month of the previous year, or (2) the current monetary value of the health and other benefits (not including paid leave) provided under the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 3 of chapter 195 of the Massachusetts Acts of 2014.

2.121.050 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. There shall be no waivers or exceptions made with respect to the Standard Compensation for Covered Building Service Employees.

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

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

(d) Chapter 30B contract waivers. Prior to issuing an invitation for bids for a procurement contract subject to the provisions of G.L. c. 30B, any

Applicable Department may apply to the City Manager for a waiver of the application of the Living Wage to the contract where payment of the Living Wage by a Covered Employer would make it inordinately expensive for the City to contract for the services or would result in a significant loss of services, because the contracted work cannot be segregated from the other work of the Covered Employer.

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

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

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

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

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

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

(h) Community Advisory Board

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

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

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

- (1) youth hired pursuant to a city, state, or federally funded program which employs youth as defined by city, state, or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part-time program;
- (2) work-study or cooperative educational programs;
- (3) trainees who are given a stipend or wage as part of a job training program that provides the trainees with additional services, which may include, but are not limited to, room and board, case management, or job readiness services.
- (4) persons working in a recognized supported employment program that provides workers with additional services, which may include, but are not limited to, room and board, case management, counseling, or job coaching;
- (5) positions where housing is provided by the employer;
- (6) employees who are exempt from federal or state minimum wage requirements; and
- (7) individuals employed by the City of Cambridge where the employment of such individuals is intended primarily to provide a benefit or subsidy to such individuals, although the City is compensating them for work performed.

2.121.060 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.

All Covered Building Service Contracts and all solicitations for Building Services issued by the City of Cambridge or any of its departments or subdivisions, shall contain a provision indicating the number of hours or work required and stating the Standard Compensation for the relevant classification that is applicable to the Covered Building Service Employees and shall contain a stipulation that the Covered building Service employees shall be paid not less than the Standard Compensation for the relevant classifications.

All requests for proposals or other solicitations and all specifications for Building Service Work, shall include specific reference to this chapter, shall state the required number of hours, and shall require prospective building service contractors to submit pricing on a standard worksheet furnished by the City that specifies the components of hourly pricing for the duration of the contract.

2.121.070 Duties of Covered Employers.

(a) Notification Requirements.

Covered employers and Covered Building Service 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 and notice of the Standard Compensation 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, or a Covered Building Service Contract, 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 or Standard Wage if applicable, as subject to adjustment under this ordinance and to comply with the provisions of this ordinance;
- (4) a list of Covered Employees and Covered Building Service Employees under the contract with the employees' job titles;
- (5) a list of all subcontracts either awarded or that will be awarded to Beneficiaries with funds from the Assistance. Upon signing any subcontracts, the Covered Employer shall forward a copy of the subcontract to the Applicable Department.

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

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

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

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

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

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

(g) Payroll reporting. Every six (6) months, a Covered Building Service Employer, shall file with the City a complete certified payroll showing the Covered Building Service Employer's payroll records for each Covered Building Service Employee. Upon request, the Covered Building Service Employer shall produce for inspection and copying the payroll records for any or all applicable Covered Building Service Employees for the prior three (3) year period.

(h) Transitional Employment Period. The City shall give advance notice to a Covered Building Service Contractor and any collective bargaining representative of the Covered Building Service Contractor that a Covered Building Service Contract will be terminated, and the City shall also provide the name, address, and telephone number of the successor Covered Building Service Contractor or contractors where known. The terminated Covered Building Service Contractor shall, within five (5) days after receipt of such notice, provide to the successor Covered Building Service Contractor, the name, address, date of hire, and employment occupation classification of each employee employed at the site or sites covered by the building service contract at the time of receiving said notice. If a successor Covered Building Service Contractor has not been identified by the City by the end of the five (5) day pay period, the terminated Covered Building Service Contractor shall provide the information to the City, at the same time that the terminated contractor shall provide each affected employee with notice of his/her right to obtain employment with the successor Covered Building Service Contractor.

A successor Covered Building Service Contractor or subcontractor where applicable shall retain for a 90-day transitional employment period all employees who were employed by the terminated Covered Building Service Contractor and its subcontractors at the building(s) covered by the terminated contract. This requirement shall not apply in the event the City chooses to employ building service employees directly.

If at any time the successor Covered Building Service Contractor determines that fewer employees are required to perform the new service contract than had been performing such services under the terminated contract, the successor Covered Building Service Contractor shall retain the employees by seniority within job classification.

Except for such layoffs, during the 90-day transition period, the successor Covered Building Service Contractor shall not discharge without cause an employee. During the 90-day transition period, the successor Covered Building Service Contractor shall maintain a preferential hiring list of those employees not retained from which the successor contractor or its subcontractors shall hire additional employees.

2.121.080 Community Advisory Board.

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

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

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

(d)(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.

2.121.090 Enforcement.

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

(b) Complaint procedures. An employee who believes that he or she is a Covered Employee or an applicant for a position to be filled by a Covered Employee who believes that his or her employer is not complying with requirements of this Chapter applicable to the employer may file a complaint with the Applicable Department or with the Community Advisory Board. Complaints of alleged violations may also be filed by concerned citizens or by the City Council. Complaints of alleged violations may be made at any time, but in no event more than three

years after the last date of alleged violation, and shall be investigated promptly by the Applicable Department.

Statements

written or oral, made by an employee, shall be treated as confidential and shall not be disclosed to the Covered Employer without the consent of the employee.

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

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

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

(2) Suspension of ongoing contract and subcontract payments;

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

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

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

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

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

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

2.121.100 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.

2.121.110 Effective Date.

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

In City Council December 21, 2015.
Passed to be ordained by a yeas and nays vote:-
Yeas 9; Nays 0; Absent 0; Present 0.
Attest:- Donna P. Lopez, City Clerk.

A true copy;

ATTEST:-

Donna P. Lopez
City Clerk

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

For calendar year 2017 the CPI-U increased by .251% Therefore the new living wage, as of March 1, 2018 is \$15.64.

**City of Cambridge
Articles of Agreement
SAMPLE**

Commodity: XXXXXXXXXXXXXXXXXXXXX
File Number: #XXXX

This agreement is made and entered into this XX/XX/XXXX by and between the **City of Cambridge** ("the CITY"), a municipal corporation organized and existing under the laws of the **Commonwealth of Massachusetts**, and **XXXXXXXXXXXXXXXXXX**, a corporation duly organized and existing under the laws of the **State of XXXXXXXX**("the Contractor").

Address:
Email address:

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/XXXX and ending on XX/XX/XXXX.

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

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, XXXXXXXX Department, 344 Broadway Cambridge MA 02139, 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, 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:

Louis DePasquale
City Manager

Signature and Title

Elizabeth Unger
Purchasing Agent

Approved as to Form:

Nancy E. Glowa
City Solicitor