



CITY OF CAMBRIDGE

REQUEST FOR PROPOSALS for

Consultant Services for Cable Television License Renewal

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 until **11:00 am on Thursday, January 10, 2019** to provide the following services:

The City Manager of the City of Cambridge, as Issuing Authority (the City”), is seeking proposals from a consultant to assist it as it undertakes its cable television (“Cable”) license renewal process. Consultants must have technical expertise in Cable license renewal and have knowledge of all applicable federal, state and local Cable laws, rules and regulations, including the 1996 Telecommunications Act. The contract will be for two years with one (1) one-year possible extension at the sole discretion of the City.

Copies of the Request for Proposals (“RFP”) may be obtained at the Office of the Purchasing Agent on or after **Thursday, December 13, 2018**. The hours of the Purchasing Department are as follow: Monday from 8:30 a.m. to 8:00 p.m., Tuesday through Thursday from 8:30 a.m. to 5:00 p.m., and Friday from 8:30 a.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.8350. 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 28, 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 four (4) copies of the non-price proposal marked “Non-Price Proposal – Request for Proposal for

Consultant Services for Cable Television License Renewal” and one (1) sealed envelope containing the price proposal form marked “Price Proposal - Request for Proposal for Consultant Services for Cable Television License Renewal” must be received by Elizabeth L. Unger, Purchasing Agent, City of Cambridge, 795 Massachusetts Avenue, Cambridge, Massachusetts, prior to **11:00 AM, Thursday, 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.

This area is intentionally left blank.

SECTION I: 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 forty-five (45) 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 hereto (**Appendix B**). 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 one 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 forty-five (45) 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 two years. The City reserves the right to extend the duration of the contract for a period of one year 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.

This area is intentionally left blank.

SECTION II: INSTRUCTIONS TO PROPOSERS

1. **Two separate sealed envelopes**, one sealed envelope that contains one (1) original and four (4) copies of the non-price proposal marked “**Non-Price Proposal – Request for Proposal for Consultant Services for Cable Television License Renewal**” and one sealed envelope that contains one (1) original price proposal form marked “**Price Proposal – Request for Proposal for Consultant Services for Cable Television License Renewal**” 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 28, 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.

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 Consultant Services for Cable Television License Renewal Modification to (or Withdrawal of) Proposal.**" The envelope must clearly specify whether the modification is a "price" or "non-price" modification.

This area is intentionally left blank.

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.

This area is intentionally left blank.

SECTION IV: PROJECT BACKGROUND AND SCOPE OF SERVICE SPECIFICATIONS

PROJECT BACKGROUND

The City Manager of the City of Cambridge, as Issuing Authority (the City”), is seeking proposals from a consultant to assist it as it undertakes its cable television (“Cable”) license renewal process. Consultants must have technical expertise in Cable license renewal and have knowledge of all applicable federal, state and local Cable laws, rules and regulations, including the 1996 Telecommunications Act. The contract will be for two years with one one-year possible extension at the sole discretion of the City.

A sample contract is attached hereto. The proposers must be willing to sign the City’s contract. The City will not accept a proposers’ terms & conditions.

Cambridge is a fully developed, densely populated, demographically diverse city with a population of over 113,000, comprising 6.25 square miles, located to the north of the Charles River across from the City of Boston. Home to Harvard University and the Massachusetts Institute of Technology, Cambridge is also home to many large and small businesses and non-profit institutions. Cambridge currently has approximately 30,000 Cable subscribers.

The City, as Issuing Authority, has a Cable television license agreement with Comcast of Massachusetts I, Inc., (“Comcast”) that commenced on July 1, 2011 and which will expire on June 30, 2021, as amended (the “Existing License”). As part of the renewal process, the City seeks a consultant to contract with to provide a range of specialized services to support its negotiations with Comcast. These services shall include:

- 1) Develop a written plan, in collaboration with City staff and the City’s attorneys, for license renewal and strategies to implement the plan;
- 2) Conduct a technical evaluation of the Cable system in the City;
- 3) Evaluate the past performance of Comcast, to include a review of its license fee payments (“Performance Audit”);
- 4) Conduct Ascertainment of future community Cable-related needs and interests;
- 5) Assist, as needed, in drafting a renewal license agreement;
- 6) Participate in preparation for informal or formal license renewal process;
- 7) Assist, as needed, in preparing for and/or attending cable meetings, cable public hearings and cable negotiation sessions; and
- 8) Assist, as needed, in preparing written ascertainment document for use in negotiations; and
- 9) Review and evaluate Comcast financial records to determine compliance with current license obligations.

SCOPE OF SERVICES AND WORK PRODUCTS (“PROJECT”)

A. Scope of Work

To assist the City with its Cable license renewal process, the consultant will work with City staff and the City’s attorneys and will perform the following scope of work. The consultant shall submit a written estimated timeline for overall completion as well as a written three-month (quarterly) work plan, in advance for prior approval. Quarterly work plans shall be submitted throughout the duration of the Project. The scope of work shall include, but is not limited to:

- 1) Develop a plan for license renewal and strategies to implement the plan.
 - a. Devise reasonable and cost-effective renewal procedures consistent with federal, state and local laws, rules and regulations, allowing for the possibility that a formal license renewal process may be necessary, while working to accomplish the license renewal through an informal process.
 - b. Work with City staff and the City’s attorneys to identify requirements of federal, state and local laws, rules and regulations that must be satisfied, consistent with renewal goals.
 - c. Provide overall license renewal work plan, developed in consultation with the City’s staff and attorneys, and quarterly work plans, with milestones.
- 2) Conduct a technical evaluation of the Cable System in the City on timeline approved by the City.
 - a. Safety inspection of Cable physical plant: Develop an inspection sampling methodology, including test points, in consultation with the City, in order to perform on-site field investigation of Cable system components including: the Cable plant; coaxial and fiber optic Cable transmission systems; subscriber installations (“Drops”); and headend and central control equipment. Provide an inspection report regarding condition of existing Cable trunks and feeder plant and the conformity of the plant with required codes and standards, as well as with the technical requirements of the Existing License, generally accepted engineering standards, and Comcast’s own construction, inspection, reporting, and enforcement procedures.
 - b. Test Cable Plant and Public, Educational, and Government (“PEG”) access channel origination links: Perform and oversee tests of the Cable system, including the headend and *four* test points, to determine the types, quantities, and general operational status of the electronic equipment associated with the headend and distribution network. Test links between headend and the origination points of all PEG channels. Monitor testing of system in conformity with test standards of the Federal Communications Commission (“FCC”), including measuring Radio Frequency (“RF”) carrier-to-noise, RF carrier-to-distortion, signal levels, subjective viewing quality and other key parameters. Check Comcast’s Emergency Alert System (“EAS”) logs to confirm performance of FCC required tests and tests of the Local Override Capacity (as required in Section 3.5 of the Existing License), and review Comcast’s public files to

confirm inclusion of FCC required technical documentation.

- c. Analyze Cable System’s ability to offer advanced services: Consider foreseeable advanced services that may be offered during the renewal license period and the system’s flexibility to support a wide range of evolving data, voice, and video services. Evaluate system’s compliance with industry standards for technologies such as High Definition Television (“HDTV”), Enhanced Television (“ETV”), OpenCable (OCAP) host devices, Internet Protocol (“IP”)-enabled services including Voice over Internet Protocol (“VoIP”), Video on Demand (“VOD”), Electronic Programming Guides (“EPG”), and related Emergency 911 (“E911”)/ Next Generation 911 (“NG911”) capability, interactive television, telemetry, technologies used to provide Cable-related services for users over Wi-Fi, Cellular, and Small Cell, data over Cable service interface specifications (“DOCSIS”), DOCSIS provisioning of Ethernet Passive Optical Network (“EPON”)(“DPOE”), DOCSIS provisioning of Gigabit Passive Optical Network (“GPON”)(“DPOG”), security requirements for Consumer/Customer Premises Equipment (“CPE”), Cloud-based technologies Software Defined Networking (“SDN”) and Network Functions Virtualization (“NFV”), and PacketCable.
- d. Review and evaluate operator evaluative data: Review Comcast’s proof-of-performance data for last two testing periods to ensure results are complete and in compliance with FCC performance standards and Existing License. Examine whether historical testing practices and documentation are consistent with FCC rules and regulations and generally accepted procedures. Review recent reports of signal leakage to verify compliance with FCC requirements and Existing License.
- e. Prepare comprehensive written report of the results of the work performed during the project: Include a detailed assessment of the condition and functionality of the Cable system, based on consultant’s testing and inspection and its review of Comcast’s tests, inspections and other evaluations. Document any violations found, with text and images, and provide textual and graphical analysis of results of inspection and testing. Evaluate how any violations may affect current and future service and may affect upgrade of the existing system. Assess current capability of the system and its ability to support state-of-the-art and future services, including two-way services, HDTV, mobile and wireless Cable related services, IP and circuit-based telephony, other IP-enabled services, digital compression and other evolving telecommunications needs.

Recommend corrective action for bringing the system into compliance with federal, state and local laws, rules and regulations as well as the National Electrical Code (“NEC”) and the National Electrical Safety Code (“NESC”) and Existing License. Include recommendations as to future system design and improvements, based on the existing system, available technology, and the types of systems being implemented by Comcast and other Cable operators in comparable communities.

- 3) Evaluate past performance of Comcast.

- a. Review Comcast’s compliance with Existing License provisions: Assess whether the City has received all benefits of its Existing License with Comcast. Ascertain whether Comcast has failed to substantially comply with any material term of the Existing License or whether its performance has been unreasonable in light of community needs.
- b. Perform license fee review: In reviewing the most recent four-year period, the vendor shall identify the exact basis for the current Existing License fee payments. Prepare a detailed Request for Information (“RFI”) to be submitted by the City to Comcast in order for the City to develop an understanding, as necessary, of:
 1. Subscriber billing and collection system;
 2. Listing of all jurisdictions included in same general ledger, if any;
 3. Accounting procedures applied to subscriber and non-subscriber revenue;
 4. Accounting policies related to bad debt;
 5. Allocations procedures for allocating revenue among adjacent jurisdictions, if any;
 6. Revenue fund sources that are currently excluded from the computation of cable revenue and Comcast’s rationale for such exclusion and any changes in exclusion practices during term of Existing License;
 7. Reporting of affiliated transactions;
 8. Reporting of programmer receipts for launch fees and other promotions;
 9. Reporting of local, regional, and/or national advertising (gross and net)
 10. Reporting and treatment of Internet access revenue, including revenue from Internet essentials program, and other related internet-based services revenues if billing is combined (assessing the accuracy and legitimacy of discounts applied.)
 11. Reviewing books or original entry on site;
 12. Reviewing of programmers’ contracts on site to understand rebates and advertising;
 13. Map of service areas with outlying roadways identified; and,
 14. Copies of internal financial reports that include the system operations.
- c. Obtain and evaluate revenue reports and other correspondence submitted by Comcast to the City for accuracy and the type of information that is presented.
- d. Reconcile Comcast’s reported revenue to license fees received by the City.
- e. Understand the extent to which agreements with programmers provide for advertising and how such advertising is treated for financial reporting purposes.
- f. Conduct a review of Comcast’s ledgers, journals, and work papers to test the accuracy of calculations made by Comcast – paying particular attention to deductions made to jurisdiction-specific revenue, if any.
- g. Clarify with Comcast representatives any issues arising from review of the license fee payments.
- h. If necessary, meet with representatives of Comcast’s independent auditor to understand procedures performed to audit gross revenues at the system level.

- i. If it is determined that Comcast has failed to comply with any PEG Access-related provisions of the Existing License:
 1. Identify areas of non-compliance;
 2. Recommend procedures for notifying Comcast of such areas of non-compliance;
 3. Suggest steps for allowing Comcast to cure defects in its performance; and,
 4. Recommend procedures to help ensure compliance in future.
- 4) Conduct ascertainment of community Cable-related needs and interests.
 - a. Review Current PEG Access Channels, Equipment, Facilities and Services and Ascertain Future Community Cable-related Needs and Interests: Analyze equipment inventories, inspect production and playback facilities and equipment; and interview staff at Cambridge Community Television (“CCTV”), the public community access channels ; Cambridge Educational Access (“CEA”), the educational access channels; and the City’s Office of Cable Television / 22-CityView (“22-CityView”), the municipal governmental access channels, regarding their comments, concerns and advice concerning current capabilities of their facilities and equipment and their ability to serve community needs.
 - b. Review subscriber complaints
 - c. Devise mail and online survey instruments to explore needs of various stakeholder groups: Review survey instrument developed for 2009 licensing process and make recommendations for revisions as appropriate. The complete 2009 survey is available for viewing in the City’s Purchasing Department.
 - d. Conduct a series of four to six focus groups, with primary Cable user groups, to ascertain the following: the group’s level of awareness and understanding of the roles of 22-CityView, CCTV and CEA PEG access channels as community resources; the degree to which group participants watch PEG access channels and primary method they use to consume PEG content; the group’s use of PEG access services and resources in Cambridge; the group’s opinions regarding PEG access services and resources; the group’s interest in services that might be offered by 22-CityView, CCTV, and CEA in the future.
 - e. Conduct a statistically valid survey of Cable subscribers to assess their level of interaction with and attitudes about 22-CityView, CCTV and CEA and their services, including: awareness and viewership of the PEG access channels; perception and importance of PEG access programming; and future services and resources that could be offered to the public, and complaints about current quality of Comcast signal, and customer service performance.
 - f. Conduct an online survey to assess similar issues as listed above for focus groups and mail survey.
 - g. Prepare materials for, attend and assist with Public Hearing(s) regarding

ascertainment of community needs.

- h. Provide written Needs Assessment and Performance Audit Report identifying current and future community Cable-related needs and interests, drawing on results from the needs assessment process (Items 4a - 4f, above). The Needs Assessment Report should detail consultant's analysis of all findings from the surveys and focus groups and provide recommendations for the future. This should include recommendations that address the strengths and potential upgrades to 22-CityView, CCTV and CEA facilities and equipment packages, and suggest new activities and services for each to consider.
 - i. Meet with City staff and the City's attorneys to answer questions they have about the Needs Assessment Report's findings and recommendations.
- 5) Support City in license renewal negotiations.
- a) Review recent Cable licenses, including but not limited to those granted nationally and to other Massachusetts communities, and provide suggestions about revisions that would improve the City's Existing License that comport with recent franchise agreements for cities of comparable size and demographics, with a particular focus on communities with digital equity components in Franchise Agreements and any related agreements.
 - b) Prepare materials for and assist in development of negotiation strategy, as needed. Provide outline of proposed negotiation process and consultant's role in supporting City Staff and City's Attorneys in the negotiation process.
 - c) Provide advice to the City throughout the negotiation process and assist in negotiations if requested by the City.

B. Process and Team

The City will enter into a contract with one prime vendor, which may be a person, corporation, a partnership, or a joint venture ("Project Team"). The Project will be managed by the City Manager or his designee(s). The proposal must demonstrate that the Project Team members have the specific experience outlined in this request. A Team Leader for the Project must be designated in the proposal. The City reserves the right to reject proposed Project Team member(s), without rejecting the RFP. See Criteria Number E.1.

C. Deliverables

The following deliverables shall be provided to the City in both electronic and paper format:

- 1) Overall license renewal work plan and quarterly work plans, with milestones. (See A.1.c above)
- 2) Comprehensive inspection report regarding results of work performed during the technical evaluation (See A. 2. e, above).
- 3) Written evaluation of Comcast's compliance with the Existing License, addressing information obtained through steps in A.3.a through A.3.h, above, and providing relevant input as outlined in item A.3.i, above.
- 4) Mail and Online Survey Instruments and outline of proposed focus group process to assess Cable subscribers' level of interaction with and attitudes about 22-CityView,

CCTV and CEA and their services, and conduct mail and online surveys (See A.4.c through A.4.f above).

- 5) Outline for public hearing regarding ascertainment of community needs to be held by the City (See A.4.g above).
- 6) Needs Assessment Report, analyzing results of surveys and focus groups and identifying current and future community Cable-related needs and interests. (See A.4.h above).
- 7) Ongoing support of the City's team during the negotiations process and participate in the negotiation process if requested by the City. (See A.5.b above).
- 8) Other items as requested by the City

SECTION VI: COMPARATIVE EVALUATION CRITERIA

Each responsive and responsible proposal will be assigned a rating for each evaluative criterion along with a composite rating using the categories of “highly advantageous,” “advantageous,” or “not advantageous.”

Comparative Criteria

1. Plan of Services

Proposers must submit a detailed staffing plan identifying the individuals assigned to this specific project, including but not limited to, the consultant’s proposed Team Leader, the proposed auditor performing the financial analysis, the proposed technical consultant, the proposed survey analyst, and all other project team members who will perform duties under this contract.

HA – To receive a Highly Advantageous rating the detailed staffing plan must demonstrate that the proposed project team members have in the aggregate at least 15 years of experience performing the services defined within the scope of this RFP **and** have worked together on at least one other project of like kind.

A – To receive an Advantageous rating the detailed staffing plan must demonstrate that the proposed project team members have in the aggregate at least 15 years of experience performing the services defined within the scope of this RFP.

NA – To receive a Not Advantageous rating the detailed plan must demonstrate that the proposed project team members have in the aggregate at least 10 but less than 15 years of experience performing the services defined within the scope of this RFP.

2. Experience as a project team member on a cable renewal licensing process in the Commonwealth of Massachusetts.

Proposers must demonstrate experience with at least one cable renewal licensing process.

A – To receive a rating of Advantageous proposers must demonstrate they have successfully competed at least one cable renewal licensing process in the Commonwealth of Massachusetts.

NA – To receive a rating of Not Advantageous proposers are not able to demonstrate that they have successfully performed a cable renewal licensing process within the Commonwealth of Massachusetts.

SECTION VII: REQUIRED SUBMISSIONS

1. Price Proposal Form - The Price Proposal form must be submitted in a sealed envelope marked Price Proposal, separate from the non-price, technical proposal.

All other submissions below MUST be included with the non-price proposal.

2. Quality Requirements Form

3. Anti-Collusion and Tax Compliance Form

4. CORI Compliance Form

5. Wage Theft Prevention Certification

6. Resumes of individuals assigned to this contract

7. List of references supporting the proposer's assertions made in Section V. Note that the City is not limited to the list of references provided but shall perform its own due diligence in determining whether a proposer is responsible as defined by section 2 of Chapter 30B.

PRICE PROPOSAL

This price summary form must be submitted in a sealed envelope, **separate from the technical proposal**. Prices must remain firm for the entire contract unless the rate/price is being reduced.

The cost shall include all costs including travel and other reimbursable items associated with the services provided under this contract. No additional costs or charges shall be permitted.

- **Task One - Develop a plan for license renewal and strategies to implement the plan**

Hourly rate \$ _____ times estimated number of hours _____ = \$ _____

Hourly rate in words: _____

- **Task Two - Conduct a technical evaluation of the Cable System in the City on timeline approved by the City**

Hourly rate \$ _____ times estimated number of hours _____ = \$ _____

Hourly rate in words: _____

- **Task Three - Evaluate past performance of Comcast**

Hourly rate \$ _____ times estimated number of hours _____ = \$ _____

Hourly rate in words: _____

- **Task Four - Conduct ascertainment of community Cable-related needs and interests**

Hourly rate \$ _____ times estimated number of hours _____ = \$ _____

Hourly rate in words: _____

- **Task Five - Support City in license renewal negotiations**

Hourly rate \$ _____ times estimated number of hours _____ = \$ _____

Hourly rate in words: _____

Project Total:

Project Total in Words:

Signature of Individual Submitting Proposal: _____

Price Proposal Form Continued on Next Page

Name of Business: _____

Address of Bidder: _____

Telephone Number: _____

Email Address: _____

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

Corporation, incorporated in the State of: _____

Partnership. Names of partners: _____

Individual

THIS PRICE PROPOSAL FORM MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE MARKED “PRICE PROPOSAL – REQUEST FOR PROPOSAL FOR CONSULTANT SERVICES FOR CABLE TELEVISION LICENSE RENEWAL.

This area is intentionally left blank

LAWS:	GENERAL TERMS AND CONDITIONS All deliveries shall conform in every respect with all applicable laws of the Federal government, Commonwealth of Massachusetts and City of Cambridge.
EQUAL OPPORTUNITY	The vendor in the performance of the contract shall not discriminate on the grounds of race, color, religious creed, national origin or ancestry, age, disability, sexual orientation, marital status, military status, source of income, or sex in employment practices or in the selection or retention of subcontractors, and in the procurement of materials or rental of equipment. The City may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph.
TAXES:	Purchases made by the City are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax (except for gasoline) and any such taxes must not be included in the bid prices.
QUANTITIES:	Unless otherwise stated, the quantities set forth herein are ESTIMATES ONLY. The City reserves the right to purchase the commodity(ies) specified in any amount less than the estimated amount.
BID PRICES:	Bid prices shall include transportation and delivery charges fully prepaid to the City of Cambridge destination. Where the unit price and the total price are at variance, the unit price will prevail.
DELIVERY AND PACKAGING:	Deliveries must be made in such quantities as called for in the purchase order and in the manufacturer's original packages. All deliveries must be "inside" delivery with no assistance from City personnel. Tailgate deliveries will not be accepted. Rejected material will be returned to the vendor at the vendor's expense.
MODIFICATION OF BIDS:	Prior to bid opening, a bidder may correct, modify or withdraw its bid by making the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope indicating that it contains a modification or correction of the original bid submitted for the particular commodity and indicating the time and date of the bid opening.
REJECTION OF BIDS:	The City reserves the right to reject any and all bids if it is in best interest of the City to do so.
AWARD OF CONTRACT:	Contract(s) will be awarded within forty-five days of the bid opening unless award date is extended by consent of all parties concerned.
INDEMNITY:	Unless otherwise provided by law, the Vendor will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees
TERMINATION OF CONTRACT:	Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.
ASSIGNABILITY:	The Vendor shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the City.

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

**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 on the basis of "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)

This form must be submitted 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>

CORI COMPLIANCE FORM

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

CERTIFICATION

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

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

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

Signature

(Name of Business)

NOTE:

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

Instructions for Completing CORI Compliance Form:

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

This form must be submitted with your bid.

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

Chapter 2.121

LIVING WAGE ORDINANCE

Sections:

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

2.121.010 Title and Purpose.

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

2.121.020 Definitions.

For the purposes of this ordinance, the term:

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

(b) "Assistance" means:

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

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

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

(c) "Beneficiary" means:

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

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

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

(e) "Covered Employee" means:

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

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

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

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

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

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

2.121.030 Living Wage.

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

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

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

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

2.121.040 Waivers and Exceptions.

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) youth hired pursuant to a city, state, or federally funded program which employs youth as defined by city, state, or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part-time program;

(2) work-study or cooperative educational programs;

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

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

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

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

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

2.121.050 Notification Requirements.

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

2.121.060 Duties of Covered Employers.

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

(1) notice of the Living Wage amount;

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

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

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

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

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

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

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

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

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

(c) Maintenance of payroll records. Each Covered Employer shall maintain payrolls for all Covered Employees and basic records relating thereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the job title and classification, the number of hours worked each day, the gross wages, deductions made, actual wages paid, and copies of social security wage and withholding reports, and evidence of payment thereof and such other data as may be required by the Applicable Department from time to time.

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

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

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

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

2.121.070 Community Advisory Board.

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

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

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

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

2.121.080 Enforcement.

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

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

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

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

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

(2) Suspension of ongoing contract and subcontract payments;

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

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

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

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

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

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

2.121.090 Severability.

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

2.121.100 Effective Date.

This law shall be effective sixty (60) after final passage. The Living Wage Ordinance (2.121) provides, at 1.121.030(b) that the wage shall be upwardly adjusted each year no later than March 1st in proportion to the increase in the Annual Average Consumer Price Index for the prior calendar year for All Urban Consumers (CPI-U) in the Boston area, as published by the federal Bureau of Labor Statistics.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For calendar year 2016 the CPI-U increased by 1.47% Therefore the new living wage, as of March 1, 2017 is \$15.26.

For calendar year 2018 the CPI-U increased by 2.51% Therefore the new living wage, as of March 1, 2018 is \$15.64.

City of Cambridge
Articles of Agreement
SAMPLE SAMPLE SAMPLE SAMPLE

Commodity:
File Number:

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

Address:

Telephone, Fax, E-mail:

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 _____ and ending on _____.

Article III. Terms. The Contractor agrees to provide the services all in accordance with the bid documents of (bid opening date) or (proposal if appropriate).

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 department to which it provided the service, not the Purchasing Department.**

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

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

Article VI. Damages. From any sums due to the Contractor for services, the City may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, 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.

Approved as to Form:

The Contractor:

Nancy E. Glowa
City Solicitor

Signature and Title

City Manager

Elizabeth Unger
Purchasing Agent