

**City of Cambridge
File No. 9676**

Request for Proposals for 21st Century Broadband for the City of Cambridge

Sealed proposals will be received at the Office of the Purchasing Agent, Room 303, City Hall, 795 Massachusetts Avenue, Cambridge Massachusetts 02139 prior to **11:00 a.m. on 6/03/2021** for providing the following services to the City of Cambridge:

This RFP seeks to analyze options and implement solutions to provide broadband, while always being clear that achieving Digital Equity goals requires the alignment of many services, such as awareness, training and device support to close the gap. Achieving the citywide goal for all residents and businesses in Cambridge to have the best possible broadband access, means that neither Digital Equity nor Citywide broadband can be accomplished on its own without consideration of both needs, they are inextricably linked. This RFP seeks proposers who can deliver on Cambridge's Digital Equity implementation and who can identify options and cite a feasible, sustainable path forward towards Citywide better broadband. It is anticipated that a follow-on RFP will focus on Citywide expansion.

This RFP may be downloaded from the City's website: www.cambridgema.gov, online services, Purchasing Bid List, Regular RFP, **File No. 9676**. The City reserves the right to reject any or all proposals, in whole or in part, to waive any minor informalities in the proposal process, and to accept the proposal deemed to be in the best interest of the City.

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

Questions from proposers concerning the Request for Proposals must be submitted in writing **by 11:00 a.m. on 5/06/2021**, to Elizabeth Unger, by email at: Purchasing@cambridgema.gov. Answers to substantive questions posed by proposers will be posted in the form of addenda.

Two (2) separate sealed envelopes, a sealed envelope containing one (1) original and five (5) copies of the non-price technical proposal marked "Request for Proposals for 21st Century Broadband for the City of Cambridge - Non-Price Proposal," and one "(1) envelope containing the price proposal marked "Price Proposal- Request for Proposal for 21st Century Broadband for the City of Cambridge," must be received by Elizabeth Unger, Purchasing Agent, City of Cambridge, 795 Massachusetts Avenue, Cambridge, Massachusetts 02139 prior to **11:00 a.m. on 06/03/2021**. Bids not sent in by courier can be dropped off to a locked drop box at the rear entrance of City Hall. 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 Unger
Purchasing Agent

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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 90 days from the deadline for submission of proposals or until it is formally withdrawn, a contract executed, or this RFP is canceled; whichever occurs first.
2. The Purchasing Agent shall cancel the contract if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year.
3. The City of Cambridge Living Wage Ordinance is applicable. The current living wage rate is \$16.65 per hour.
4. Rule for Award: The City will award a contract to the proposer submitting the most advantageous proposal taking into consideration the proposal's Quality Requirements, Evaluation Criteria and composite ratings, references and price. Rates must remain firm or be reduced throughout the life of the contract. A Contract will be awarded within 90 days unless award date is extended by consent of all parties concerned. The City reserves the right to cancel any or all proposals in whole or in part if it determines in its sole discretion that cancellation is in the best interest of the City.
5. A sample contract is attached hereto. The proposer must be willing to sign the City's contract. The City will not accept a proposer's terms & conditions.
6. The successful proposer will be bound by all Terms and Conditions set forth herein and which will be incorporated into the contract awarded.
7. Each proposer must submit a completed CORI Policy form that is included herein affirming its compliance with the City's CORI Policy.
8. Each proposer must submit a completed Wage Theft Prevention Certificate that is included herein.
9. The contract period shall commence on the date of execution of the contract by the City of Cambridge. The contract duration shall be 18 months. The City reserves the right to extend contract duration if it determines in the City's sole discretion that extension serves the best interest of the City. The start date for the services will be at the sole discretion of:

Patrick McCormick, CIO
City of Cambridge
or his designate.

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SECTION II: INSTRUCTIONS TO PROPOSERS

1. **Two separate sealed envelopes**, one sealed envelope that contains **one (1) original and five (5) copies** of the non-price proposal and **one electronic copy** (physical electronic media) marked “**Request for Proposal for 21st Century Broadband File No. 9676**” – and one separately sealed envelope that contains one (1) original price proposal form marked “**Request for Proposal for 21st Century Broadband File No. 9676 Price Proposal**” must be received by Elizabeth Unger, Purchasing Agent, City of Cambridge City Hall, Room 303, 795 Massachusetts Avenue, Cambridge, prior to **11:00 am, on Thursday, June 3, 2021. Failure to submit the electronic copy of the non-price proposal may result in rejection.** Chapter 30B requires that price proposals be separate from technical proposals. Therefore, please make no reference to price in the non-price proposal. Failure to adhere to this requirement will result in rejection of the proposal. 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 are mailed or delivered in advanced of the due date and time. Late proposals will not be accepted. Bids not sent in by courier can be dropped off to a locked drop box at the rear entrance of City Hall.
2. The signature of the authorized official(s) must be provided on all the proposal forms. All proposals should be double-sided in conformance with the City's recycling policy.
3. The signature of the authorized official(s) should be organized and presented as directed. Accuracy and completeness are essential. The successful proposal will be incorporated into a contract; therefore, the proposer should not make claims that they are not prepared to commit themselves to 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 automatic rejection of the proposal unless the City determines that such failure constitutes a minor informality, as defined in Chapter 30B.
6. All interpretations of the RFP and supplemental instructions will be in the form of written addenda to the RFP specifications. Requests for clarification or any questions about information contained in the RFP should be **sent via email to purchasing@cambridgema.gov** or addressed in writing to:

Elizabeth Unger, Purchasing Agent
795 Massachusetts Avenue
Cambridge, MA 02139

No requests or questions will be accepted after 11:00 am on Thursday, May 6, 2021. Answers to questions will be posted to the website in a form of an Addendum.

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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 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 “**Request for Proposal for 21st Century Broadband File No. 9676 Modification to (or Withdrawal of) Proposal.**”

SECTION III: EVALUATIONS OF THE PROPOSALS

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

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

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

After evaluation of the non-price proposals is complete, the price proposals will be opened. The price proposals will be evaluated and ranked by the Purchasing Agent. The contract will not necessarily be awarded to the proposal that receives the highest ranking with respect to the price proposal. The City will award the contract to only one responsive and responsible proposer submitting the most advantageous proposal taking into consideration the proposals’ quality requirements, evaluation criteria and composite ratings, references and price. Before awarding the contract, the City may request additional information from the proposer. The City reserves the right to reject any and all proposals in whole or in part if it determines that rejection serves the best interest of the City.

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SECTION IV: PROPOSAL SPECIFICATION AND PREPARATION

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

Introduction

The introductory portion of the proposal should provide a straightforward and concise description of the proposer's approach, commitment, and ability to perform the services described in the scope of work. It must also include a Letter of Transmittal signed by the individual authorized to bind the proposer contractually. The letter must include: the name of the individual(s) who is/are authorized to sign a contract on the proposer's behalf and a brief description of the overall services proposed. The signature of the authorized official (s) must be provided on all the proposal forms. All proposals should be double sided in conformance with the City's recycling policy.

Quality Requirements

The Quality Requirements can be found in **Section VII** on **pages 21 and 22** of this document. Please complete the Quality Requirements form and include in the non-price proposal. A no response or a failure to respond to any of the Quality Requirements will result in a rejection of your proposal.

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SECTION V: PROJECT OVERVIEW

PART A: INTRODUCTION

EXECUTIVE SUMMARY

The City of Cambridge (“City”) is seeking proposals from qualified offerors for its 21st Century Broadband Project - Broadband Design and Implementation Services for Digital Equity and Options for Citywide Broadband Services.

City of Cambridge officials and community advocates have long expressed an interest in ensuring that all residents and businesses should have equitable access to the best possible broadband services. Cambridge is committed to equity and inclusion and has long recognized the importance of fast, reliable, and affordable internet access for residents and businesses of a modern community. The City of Cambridge, with its approximately 119,000 residents, is the 4th largest City in Massachusetts and is home to renowned universities, businesses, research and cultural centers. Cambridge is a unique urban environment, and one of the most densely populated cities in the United States.

Today, many residents and small businesses still do not have such access.

Cambridge has set out to further assess and analyze its broadband needs and identify the path required to improve and expand broadband capabilities to meet the City’s goals. During the formative period from 2014-2020, Cambridge sought to understand the need for better broadband and began to explore ways to improve available services. The Broadband Taskforce, as part of its objective, commissioned a report which was published in 2016¹. This high-level report looked at the City as whole, provided indicative models and costs, and led to a recommendation for more in-depth analysis of options to meet the goal of establishing better broadband services in the City. Between 2016 and 2020, the City Council issued several Policy Orders identifying broadband as a key policy goal. Throughout this period, there was general consensus from Task Force members, City officials, and community advocates that addressing the “digital divide” within the City was the highest priority objective driving an interest in better broadband services. While there are many issues leading to dissatisfaction in the quality of and services delivered by its broadband provider(s), there remains a substantial community of unserved and underserved residents and businesses for whom current options are unaffordable, inadequate, or unreliable. The City’s 2021 Digital Equity Study sought to better understand this problem in greater detail. The Study shed more light on the population of unserved and underserved residents in Cambridge, and the underlying causes that perpetuate this problem. The COVID-19 pandemic serves as a global and local case study indicating how integral internet connectivity and access to digital devices and knowledge are to education, employment, family life, social ties, and health and well-being in the 21st century. Increasingly, affordable, reliable, fast broadband is an essential service, not a luxury.

As the City enters its exploration of design and implementation stages with this RFP, the City has identified that Digital Equity is its immediate broadband priority. This RFP seeks to analyze options

¹ [The Broadband Task Force Report and Recommendations](#)

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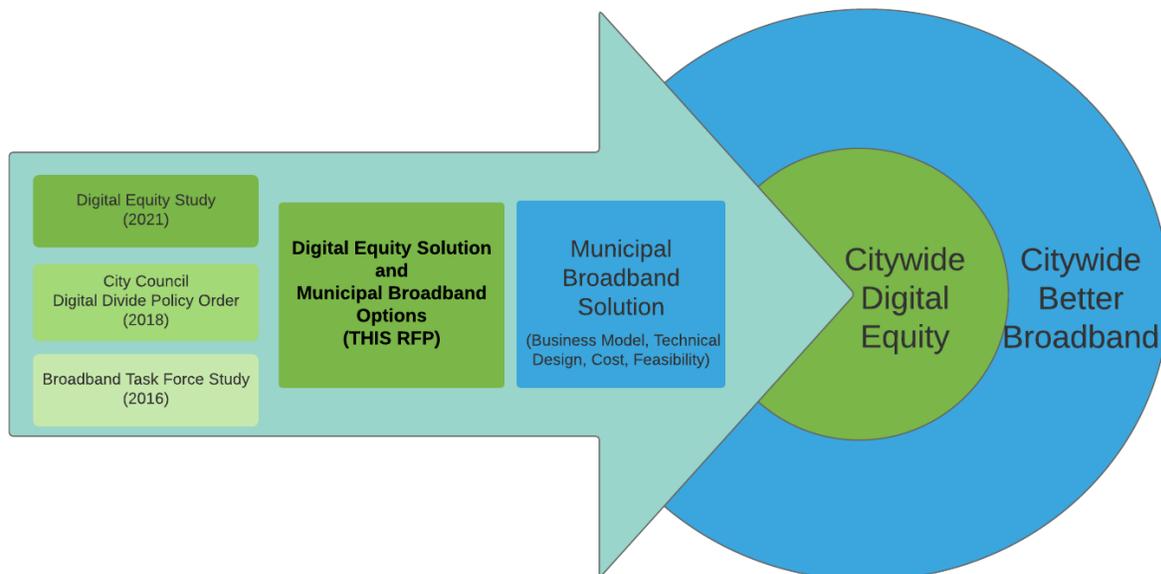
and implement solutions to provide broadband, while always being clear that achieving Digital Equity goals requires the alignment of many services, such as awareness, training and device support to close the gap. Achieving the citywide goal for all residents and businesses in Cambridge to have the best possible broadband access, means that neither Digital Equity nor Citywide broadband can be accomplished on its own without consideration of both needs, they are inextricably linked. This RFP seeks proposers who can deliver on Cambridge's Digital Equity implementation and who can identify options and cite a feasible, sustainable path forward towards Citywide better broadband. It is anticipated that a follow-on RFP will focus on Citywide expansion.

The scope of services includes the following specific deliverables, which take into account the immediate priority of Digital Equity implementation and goal of scalability to Citywide broadband:

- Digital Equity Analysis
 - Baseline Analysis for Cambridge - Best Broadband Practices in Applicable models
 - Proposed Business and Ownership Model(s)
 - Proposed Technical Model(s) and Network Design
 - Financial and Quantitative Analyses
 - Additional Considerations
- Digital Equity Implementation Program, Cost and Schedule
 - Detailed Project roll out Plan and Schedule
- Plan with Options for Citywide Services
 - Viability, Feasibility and Financial Assessments
- Overall Anticipated Schedule

Figure 1 below shows a graphical view of the process, timeline and description of stages

Figure 1. Cambridge Municipal Broadband Process Diagram



Cambridge Municipal Broadband Stages

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Formative (2014-2020):

In 2016, The Broadband Task Force published its high-level analysis of Broadband capabilities. City Council policy orders: define ‘affordable broadband access’, adopt aspirational broadband goals, and request City Manager develop plan to close the Digital Divide.

Feasibility (2020-2021):

THIS RFP is Issued to provide Digital Equity solution and create plan for Citywide Services. Other Cambridge organizations/stakeholders also exploring options for suitable solutions.

Digital Equity Implementation and Citywide Planning (THIS RFP):

Digital Equity Implementation is planned to begin pending RFP response, timing and coordination. Thorough detailed, and actionable models prepared for Citywide broadband.

Future Implementation and Expansion:

Develop business, financial and technical implementation program for enabling, scaling, and expanding Citywide broadband services, including infrastructure enhancements and increased competition.

PART B: STRATEGIC GOALS AND OBJECTIVES FOR MUNICIPAL BROADBAND

The City of Cambridge is committed to equity and inclusion and has long recognized the importance of fast, reliable, and affordable internet access to residents and businesses in today’s 21st century civic, social, economic, and educational sectors. Building on prior studies (2021 Digital Equity Study and 2016 Broadband Task Force Report) and given gaps further highlighted during the COVID-19 pandemic, the City seeks detailed solutions to overcome internet connectivity obstacles for disadvantaged residents and businesses and an options analysis of feasible, viable and sustainable citywide connectivity to complement Digital Equity solutions.

Priority One- the City of Cambridge seeks to address its Digital Equity issue. But, as stated, the long-term goal is a financially sustainable and technologically viable fiber-optic based broadband network or networks that serve the needs of all Cambridge residents and businesses for years/decades to come. Moving forward with broadband requires significant effort to identify and analyze various approaches and alternatives. Detailed costs must be provided for each approach, along with benefits and risks associated with the various approaches that achieve the immediate priority target goal of Digital Inclusion/Equity. From this relatively small beginning, the City is positioned to easily grow and scale into the Citywide solution. Detailed project planning is to be provided including realistic timelines, known measurable risks, and plausible remediations. To expand the solution at scale, proper decisions on scope and sequencing can only be made from valid data and effective quantitative/qualitative analyses. Cambridge must plan for Citywide scale, but our methodology is to start small, validate, iterate and expand.

The City of Cambridge is seeking a partner to explore options to build, invest in, or support the proliferation of a municipal fiber-optic based broadband network that provides ubiquitous, equitable, reliable, affordable, high-quality internet access throughout Cambridge. Regarding ‘high quality’ the City has stated that Cambridge residents and business should have the best

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possible access. We do not want to hamper proposers with a minimum expectation of service, we realize ‘broadband’ is a constantly moving and evolving goal. Today, 1GB symmetrical is recognized as a high level or aspirational service, but that will evolve rapidly. In contrast, the federal definition of broadband is well too below what we consider adequate for residents and businesses. It’s important to state that Cambridge favors symmetry between upload and download speeds. We favor consistently low latencies, and the highest overall speeds possible, recognizing that streaming is an important aspect of online education, telehealth, and work from home in addition to modern entertainment and leisure activities. Cambridge favors proactive network management and customer-oriented service delivery with proactive customer communication; and is opposed to throttling and otherwise manipulating people’s data traffic for any purpose other than critical network operations. The proposed solution should adhere to federal limits on foreign-made information technology products and equipment.

The City wants to encourage adoption and ongoing use of the system: to create and grow businesses; thrive in early and lifelong education; encourage health and nutrition; and, to foster innovation and more. As a fundamental rule for achieving these goals, the City is opposed to data caps, paywalls, and artificially manufactured conditions that limit use of or cause unnecessary failure in users’ connections. The City favors that a part of the network is allocated to routing small amounts of data at low speed and at low or no cost. An example of a use case to better describe this need might be emergency services, and sensor devices, such as medical monitoring. The system shall always follow Internet standards to actively move/route data/packets along the system by default in a manner that is neutral and agnostic to the packets and information being routed/passed on the network. The system must be flexible, and easy to grow and maintain. While the overarching goal is Citywide, it must be restated that priority one is assessing, addressing and ameliorating the Digital Equity gap, which the City considers to be a decades-old (and growing) problem that has been and will likely continue to be insufficiently addressed by existing market solutions. The City seeks complementary, sustainable interventions to better serve disadvantaged communities and ultimately all residents and businesses in the City over time.

As achieving Digital Equity is determined to be the most critical immediate goal, it bears stating that it does not exist in a vacuum. In order to be successful in Digital Equity efforts, the City recognizes that the proposer, the City, and independent organizations must collaborate to holistically address these three interrelated components:

- *high speed, affordable internet access,*
- *digital skills or training, and*
- *access to adequate computers and mobile devices*

The City’s Digital Equity Study findings must inform both short- and long-term solutions, and any approach to or model(s) for municipal broadband. The Study finds that there is a monopoly provider in Comcast and that residential internet service is available throughout the City. The Study also finds that competition is beginning to make its way into Cambridge, but only in a very limited sense. Wireless providers, such as Starry and NetBlazr are beginning to have limited impact, Verizon and RCN have only a very small presence. While Comcast has significant presence in Cambridge, its programs for the Digital Equity community such as Internet Essentials

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are considerably underutilized by the residents who qualify. Additionally, access to broadband throughout the City is skewed towards moderate and high income leaving key gaps. Among the most troubling gaps in broadband services are affordability (that the service is simply too expensive), marketing of programs designed to foster affordability; and, marketing of programs to foster increased awareness, usage, skills and relevance – all of which factor into ‘adoption’. A good example of this is survey data showing inconsistency in the monthly amount being paid for service by residents in the same housing program who qualify for affordable broadband service programs. There are also key gaps in delivering critical enabling adoption services, such as: computer skills training, device validation and maintenance, and overall technical support. As has been pointed out previously, and supported in the Digital Equity Study findings, connectivity itself has never been enough. In order to successfully increase usage and positively affect adoption, all three of these pillars must come into alignment: connectivity, skills training, and devices/support. As many of these programs are provided through a wide array of providers, nonprofits and vendors, these entities, including the City, must coordinate and communicate effectively with residents.

As Digital Equity efforts have their required subcomponents as noted above, they also do not stand alone. One could also say that competition has generally evaded the overall marketplace for broadband. What should be provided for Digital Equity should be the same quality broadband products that are widely marketed to all residents and business. All Cambridge residents and businesses should have access to the best possible broadband technologies regardless of their ability to pay; therefore, any and all Digital Equity proposals will be analyzed in the context of their fit and ability to scale to the Citywide needs, they are inextricably linked.

Finally, it is also worth reviewing the five goals for municipal broadband that the Broadband Task Force outlined in its initial work as they still hold true today:

1. **Affordability and Equity:** Access to service should be without regard to income, size of business, or geographic areas of the City.
2. **Choice & Competition:** Cambridge residents should have a variety of providers to choose for internet service. Increased competition will result in lower prices for all and can spur better service as service providers compete with each other to attract customers.
3. **Supporting Entrepreneurs & Small Businesses:** The plan should support local small businesses and entrepreneurs. Access to world-class broadband connectivity will empower local businesses to act on a global scale by eroding geographic constraints. It can also attract entrepreneurs to Cambridge, already known as a high-tech city.
4. **Innovation & Excellence:** Cambridge is well-known as a high-tech city and is home to world-leading universities and provides forward-looking services to its residents and businesses. The solution should create and provide a pathway to innovation, thus nurturing new business ventures, attracting further entrepreneurs to a city already known for seeding startups, creating civic engagement, and smart City services. Pervasive access to best-in-class connectivity can encourage the sort of idea-sharing and communication that are key to achieving and maintaining entrepreneurship in innovation hubs such as Cambridge. In addition, an innovative plan will show that the City is forward-looking and committed to investing in its future.
5. **Local Control:** City officials and their designees should play an active role in planning the available services. The City should also retain significant influence over capital and

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operational investment decisions including network construction, expansion, and connectivity.

Proposed solutions should explicitly support and address modern broadband and internet policies including privacy protection, digital data usage awareness, consumer protection, and network neutrality. We seek to understand how we can bring to bear the forces and assets of the City to bring world-class broadband service as inexpensively as possible to all residents and businesses, equally, without prejudice. Proposed solution(s) for implementation must seek to be cost neutral (opex) or revenue positive -or provide explanation and model for long-term financial sustainability. City prefers to recoup any investments within 10 years.

PART C: BACKGROUND

Over the past several years, there has been ongoing and considerable interest within the City to explore improving broadband services, increasing competition between broadband providers, ensuring equitable access to the internet, and exploring municipal involvement in the provision of broadband services including:

1. October 2014 -The formation of the City of Cambridge Broadband Task Force
2. September 2016 - The Broadband Task Force Report and Recommendations.
3. May 2018 - City Council Digital Divide Policy Order POR 2018 #135² adopted.³
4. 2020 Digital Equity Study commences - publishing anticipated early 2021

In October 2014, the City Manager appointed the Cambridge Broadband Task Force to examine broadband service in Cambridge and evaluate the City’s internet infrastructure. The Task Force was composed of approximately 20 residents, industry professionals, and business representatives, and its charge was to evaluate options to increase competition, reduce pricing, and improve speed, reliability, and customer service for both residents and businesses for broadband service in Cambridge.

In September 2016, Tilson, a consultant hired by the City, produced a report entitled Municipal Broadband Study for the City of Cambridge, Massachusetts (the “Phase 1 Report.”)⁴. The Phase 1 Report evaluated three options for a fiber optic network with different strategies representing different levels of financial commitment, operational responsibility, and adherence to the desired goals and objectives.

The Phase 1 Report recommended that the City build a limited but expandable initial network and seek partners to use, manage, and operate the network. By doing so, the City could gauge the willingness of market participants to engage with the City while maintaining its ability to extend and expand on its broadband effort. The Broadband Task Force rejected the study’s

² [City Council Digital Divide Policy Order POR 2018 #135](#)

³ To date, there have been several policy orders, keeping the city focused on Broadband and Digital Equity as major policy goals

⁴ [The Broadband Task Force Report and Recommendations](#)

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recommendation and advocated for a Phase 2 Municipal Broadband Feasibility Study. It is important to note that the study was done at an extremely high level, and any reference to price should be seen as a ‘preliminary estimated model’, and not an endorsement of options nor a budgetary figure from the City. It’s the City’s goal within this RFP to advance from the high level to a more specific justification of business model, a more detailed analysis of relevant City and non-City assets (poles, conduit, fiberoptic cables) a more defined technical program, and related financial structure – such analyses of information will collectively position the city to begin an implementation program.

In May 2018 the City Council adopted a Digital Divide Policy Order (See footnote 2 below) reiterating the Council’s stance that broadband is critical and indispensable in today’s society. Through the adoption of the Policy Order, the Council requested the City Manager to develop a plan to achieve policy goals set forth in the Policy Order. There have been several other policy orders to date keeping the city focused on Broadband and Digital Equity as major policy goals.

In 2019, the City Manager’s office launched a Digital Equity Study to identify more specifically the issues and opportunities of providing high speed internet and related adjacent support or adoption services, such as: access to adequate computers and mobile devices; and, digital skills training. The City’s Digital Equity Study was underway when the COVID-19 pandemic magnified the importance of internet connectivity in education, employment, social cohesion, and access to information and services. The need for so many Cantabridgians to be online so often during the pandemic, has exposed digital inequity in greater detail. Addressing digital equity through access to affordable internet connectivity, modern devices; and, training and adoption programs is a major priority. It is expected that this RFP will focus on internet connectivity.

The proposed next step is to procure the services of a partner to conduct a more detailed feasibility and analysis of municipal broadband network options, with a goal of delivering on Digital Equity first and foremost. By examining models and solutions that are relevant and complementary to the Citywide broadband needs, the partner is required to show how the proposed business and technology programs are feasible, viable and sustainable in their ability to solve Digital Equity and have potential to scale to meet citywide needs. By implementing connectivity in this order, the City is able to start on a smaller scale and lay the groundwork to expand the solution Citywide.

Today, the City’s view is heavily informed by these past studies and its commitment to see that Cambridge residents and businesses have the best possible Internet access, now and in the future. As noted, the current state of affairs with the pandemic and economic downturn has shone a brighter spotlight on the need for internet access. Additionally, market failures have made competition negligible, further widening the Digital Divide. The City of Cambridge seeks to understand how to make internet access available to all residents and businesses via a financially viable solution or set of solutions, while prioritizing Digital Equity above all other needs.

SECTION VI: DELIVERABLES

Analyze and address the following citing pros and cons of each and recommend the best business model and technical solution, identifying specific costs, issues, and dependencies for solving the immediate priority of Digital Equity. Provide detailed analysis and justification of how the

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proposed solution will enable the rapid advancement towards meeting the Citywide broadband goals as detailed in each of the subsequent sections:

OVERVIEW OF DELIVERABLES

Task 1 - Analysis

- A.** Baseline, Current Conditions and Best Practices
- B.** Business and Ownership Model(s)
- C.** Network(s) and Technical Design(s)
- D.** Financial and Quantitative Analysis (if appropriate)
- E.** Additional Considerations

Task 2 - Implementation Program

- A.** Detailed Project Plan
- B.** Detailed Roll-out Schedule

Task 3 - Options for Citywide Services

- A.** Options for Citywide Services
- B.** Viability Assessments
 - 1. Business Model(s)
 - 2. Technical Architecture(s)
 - 3. Additional Success Vectors
- C.** Feasibility Program and Analyses

Task 4 - Overall Anticipated Schedule

DETAIL OF DELIVERABLES

TASK 1 – Analysis

A. Baseline Analysis-

Assess current conditions and best practices for Digital Equity and Municipal Broadband in Cambridge. Refer to the Digital Equity Study for deeper details of current baseline. In the Study, approx. 2700 participants were asked to respond. This represents a large percentage of residents in Cambridge Housing Authority⁵ (CHA) properties. The CHA website provides greater detail on CHA properties, including addresses and numbers of residents and is also summarized in the document titled “CHA Properties” attached. Use this data to inform staging and budgeting of Digital Equity solutions. This is not the entire population of Digital Equity eligible residents, as many are spread throughout the City in mixed-use housing. CHA provides for the largest number of residents in the fewest locations and will serve as a solid starting point from which to scale.

1. Provide detailed examples of working business models that are relevant in size and complexity to Cambridge that could serve as examples for Cambridge for both Digital Equity and Citywide services. Describe how they are most relevant to Cambridge’s goals. Consider the importance of failures that may prove potentially informative.
2. Propose a model for Cambridge.

⁵ [Cambridge Housing Authority](https://cambridge-housing.org) – <https://cambridge-housing.org>

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- a. Justify how the proposed model will it accomplish the immediate goals for Digital Equity and position the City for fulfilling its desire to provide residents and businesses of Cambridge with the best possible internet access, now and for years to come.
- b. Provide detailed examples of working technical architectures that are relevant in size and capability that should be considered as potentially viable for Cambridge for both Digital Equity and Citywide services.
- c. Detail how the proposed model would mutually support and co-exist with Citywide services.

B. Business Model Analysis-

Identify, justify and propose business model(s) for Cambridge that addresses Digital Equity, and which will scale to meet the need for Citywide services. All proposals should seek to be cost neutral or revenue positive with explicit details provided for initial and ongoing costs. All proposals must address how they will invigorate competition and innovation. Please make sure all summary information is broken out in detail in the financial analysis section.

1. Provide an overview of the model proposed, and how it quickly advances the City's goals for Digital Equity and how it is positioned to scale Citywide.
2. Summarize the financial, and ownership model. Proposals must be revenue neutral.
3. Identify the technical model that informs the proposal (See Task 3).
4. Provide details of barriers and risks with mitigation options for each barrier and risk relevant to proposed business model.
 - a. Analyze current barriers to entry and other factors preventing competing providers to enter broadband network market in Cambridge
 - b. Develop scenario analysis of how incumbent providers may respond to entry of new competitors within Cambridge broadband market
5. Suggest innovative alternative approaches and detail how they impact finance, technology and risk.
6. Research and resolve whether the City can qualify as a municipal light plant (MLP) cooperative as outlined in Massachusetts General Laws: Chapter 164⁶, Section 47C⁷ and whether such an approach is worth pursuing and why.
7. Provide a detailed timeline to achieving Digital Equity goals
8. Summarize timeline to achieve Citywide goals.
9. Summarize the costs (Capital and Operating) provide break-even analysis including required take-rates to make investment feasible.
10. Identify risks and propose mitigation alternatives making sure to quantify costs in the financial section.
11. Detail what is required of the City to make the Business Model feasible.

C. Network Technical Model(s) Analysis and Design -

⁶ [Mass General Laws: Chapter 164; Section 34](#)

⁷ [Mass General Laws: Chapter 164; Section 47C](#)

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1. Provide detailed study/analysis of your proposed network topology(ies) and architecture or architectures, if you are proposing alternatives. Describe how your proposed system advances the needs of Digital Equity and is compatible with the Citywide need.
 - a. Provide details of your active/passive network design.
 - b. Detail how hybrid solutions, such as including both dark and lit fiber impact projections.
 - c. Propose plan for both physical and geographical redundancy and diversity of crucial network infrastructure and electronic components.
 - d. Detail how a hybrid ownership structure, or any alternative business model may impact network operation model, refresh cost projections and risk.
 - e. Identify other non- city owned fiber or assets which may be potentially leverageable.
 - f. Detail in what ways the proposed system is futureproof.
2. Identify your proposed acceptance testing plan (ATP) for:
 - a. Fiber components
 - b. General Network
 - c. End User sign off
3. Outline the proposed documentation plan and describe how documentation will be kept up to date over the long term. As-built diagrams are required and must be editable/updatable and compatible with network management solution proposed.
4. Propose the technology and operations structure for network management.
 - a. What technology (hardware and software) will be used for network management, traffic management, and troubleshooting, and trouble ticketing.
 - b. Propose an (SLA) Service Level Agreement guaranteeing minimum incident response and resolution as follows:
 - i. Customer Outage: Respond within four (4) hours; Resolve within forty-eight (48) hours.
 - ii. Network (Minor: 1 property or 20 individuals)- Respond within eight (8) hours; Resolve within forty-eight (48) hours.
 - iii. Network (Major: Major Outage) – Respond in four (4) hours, resolve within twenty-four (24) hours.
 - iv. Security Incidents (Security incidents are to be considered as Major).
 - v. Propose response plan for Privacy, Acceptable Use Policy, and copyright violations/infringements.
 - c. Describe method and frequency for backup of network configuration information.
 - d. Describe method and frequency for periodic reporting to be submitted to the City, including but not limited to:
 - i. Digital Equity bandwidth utilization and throughput (critical for adoption).
 - ii. Overall Citywide network Bandwidth and utilization
 - iii. Overall Network health
 - iv. Backhaul planning (both long-term and dynamic response to immediate needs)
 - e. Propose and justify your ideal Network Refresh rate.

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5. Identify assets academic and business partners might contribute.
6. Detail program for Security and Privacy, and related incident response (see above).
7. Describe how 3rd party resources may be utilized.
8. Propose a potential phased approach that accomplishes Digital Equity needs as articulated in the 2021 Digital Equity Study, and advantageously positions the City to fulfill Citywide goals.
9. Detail what is required of the City to make the Technical Model feasible

D. Financial and Quantitative Analysis -

1. If appropriate for your solution, provide a detailed .XLSX spreadsheet file showing complete and accurate calculations for total capital and operational costs to build, support, and maintain the system. Create a detailed table to identify alternative models and related costs. Make sure to identify and include ALL items required of the City, whether suggested or summarized in previous sections.
2. Develop Digital Equity financial analysis and cost plan, with phasing alternatives for installation insuring initial focus on Digital Equity and surrounding locations.
3. For phased approach, completion of phase means services are offered fully to each resident and business in targeted service area and phase.
4. Submit detailed cost table.
5. Provide Digital Equity financial details (by street and neighborhood) for network to pass by and connect to every Digital Equity target property.
 - a. Develop and justify budget methodology.
 - b. Submit detailed cost table.
 - c. Breakout the cost for laying the fiber to each street
 - d. Breakout the cost to connect to the fiber network for each premise
 - e. Breakout the cost within individual households to make final in-home connections.
 - i. Detail how the model will address cost in delays associated with availability and sophistication of resident.
 - ii. Detail how the model will address costs related to generalized delays.
6. Determine minimal take rate expectations to support initial and ongoing costs.
7. Develop detailed design build analysis including construction, permitting, and related infrastructure, and built environment requirements.
8. Identify costs associated with risk mitigation.
 - a. For Digital Equity
 - b. For Citywide roll out
9. Propose and justify financing and operating models.
10. Describe in what way your proposal could be affected by: City owned model, Public private partnerships, and/or Partnerships between municipalities that might utilize joint powers entity arrangements.
11. Detail what is required of the City to make the Financial Model feasible.

E. Additional Considerations -

1. Conduct community and stakeholder outreach to communicate proposed models, plan, and timing of activities.

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2. Describe how proposal will align with City goal to optimize its Dig Once policy to ensure that whenever possible conduit and fiber are default considerations for all construction projects that support long-term Citywide broadband objectives.
3. Provide a minimum weekly update and daily or as-needed briefings with the City's designate(s).
4. Perform detailed market analysis to inform options and estimate take rate calculation.
5. Describe how your proposal is being innovative in its approach.
 - a. For Digital Equity
 - b. For Citywide services
 - c. Detail how your system encourages competition and innovation.
6. Identify how to incorporate broadband and internet policy objectives such as digital privacy; data and consumer protection; and network neutrality.
7. Identify how customer service will be handled, as well as benchmark data for customer satisfaction that the successful proposal is to be measured by.
 - a. Detail how ongoing customer satisfaction issues are to be discovered, communicated remediated. Please specifically define customer expectations and resolution path.
 - b. Detail the day to day and long-term support plan
8. Please detail what may be provided by the City to ensure long term success.

TASK 2 – IMPLEMENTATION PROGRAM

- A. Working with the City's Project Manager or designate, implement Digital Equity Program.
- B. Identify specifically any needs you might suggest that the City can contribute to facilitate project activities and successful outcomes, other than the availability of personnel for meetings and project decisions.
- C. Program should closely follow models and architecture elucidated in tasks 1A – 1E.
- D. Program should identify priority, sequence and costs of proposed build-out, including street by street, building by building, and resident by resident implementation planning.
 1. Identify within your program plan (if relevant) adjacencies to Digital Equity areas that may potentially demonstrate extensibility to Citywide services.
 2. Identify within your program plan adjacencies relevant to special Cambridge interests of innovation, academia, businesses (especially small, medium and home-based) and general residential population.
 3. Provide detailed budget, Bill of Materials, and financials projections included for the Digital Equity implementation.
 4. Provide detailed construction plan identifying path to each premise, point of presence, and make-ready requirements. Identify buildings that need inside wiring, internal space, conduits, access to the street, or any other dependencies.
 5. Be aware that work involving public works or public construction governed by M.G.L. c. 30, 39M and M.G.L. c. 149 shall be bid in compliance with those statutes.
 6. Articulate detailed plan for customer activations.
 7. Describe your plan for obtaining and coordinating adoption services (i.e.: device validation, and training)

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- E. Provide detailed communications plan to include community outreach, proactive notices to impacted residents and businesses, and minimum of weekly updates to City Project Manager or their designee(s).
- F. Provide and keep 'always up to date' online detailed project plan and Gantt chart summary.
 - 1. Provide a minimum of weekly PROJECT updates to City Project Manager or their designee(s).
 - 2. Articulate your plan for how dependencies and items needing immediate attention will be brought forward and managed to resolution.
 - 3. Provide updated drawings with any changes implemented in electronic format and integrated into network management system
- G. Identify and break out details of Network Management, Operations, SLA (service level agreement) expectations related to both Response Time and Mean Time to Repair required to manage the active Digital Equity system.
 - 1. Provide demonstration of NOC/SOC (Network and Security Operations Center), and network management system, if appropriate.
 - 2. If appropriate, demonstrate how network assets and customer information can be updated as information changes and evolves; how changes integrate with the network management system, and how changing data may be integrated with City databases. Provide API (application programming interface) details.
- H. Define the proposed customer service process for resolving individual customer related service issues. Define the service level expectation and articulate how this will be measured, and how changes can be enacted.
- I. Provide Test results for the approved Acceptance Testing Plan.
 - 1. Summary of fiber test results for quick reference.
- J. Provide warranty package to include part numbers and dates (Product Warranty) if relevant and clearly identified warranty for proposer's work, including contractor and subcontractor installation, all provided passive/active network components, fiberoptic cables, terminations, ductwork, and interconnection elements.
- K. Job completion occurs when all of the following conditions are met by the Proposer/Team:
 - 1. Submits last invoice.
 - 2. Notifies the Owner that construction is complete.
 - 3. Final inspection has occurred.
 - 4. All punch list items have been completed.
 - 5. All documentation has been completed, updated and submitted to the town
 - a. Network Installation detail including physical equipment, cables and topology are captured labelled, up to date and updateable and delivered both electronically and within the network management system.
 - b. Design As-Builts updated with changes delivered in electronic format and integrated into network management system
 - c. Fiber and equipment test data
 - d. Equipment testing
 - e. Network Equipment

TASK 3 – PROVIDE OPTIONS FOR CITYWIDE SERVICES

Proposer shall take into consideration business and technical planning from the prior sections and detail how the models suggested as well as those being proposed in the Digital Equity implementation program will advantageously position the City to meet its Citywide goals. The earlier Broadband Task Force study looked at Citywide services and made high-level suggestions which need to be validated with the benefit of more current information. As noted, the 2016 report, is highly informative but needs to be refined with the benefit of current conditions and to reflect the Digital Equity prioritization. It's the City's goal within this RFP to advance from the high level to a more specific justification of business model, a more detailed baseline analysis of relevant City and non-City assets (poles, conduit, fiberoptic cables) a more defined technical program, and related financial structure. Such information analyses will collectively position the City for its follow-on implementation program.

- A. Provide analyses of business and technical models including range of viable options for providing Citywide services in Cambridge.
 1. Assess and inventory the baseline of Citywide assets that are relevant to meeting the needs of a City-wide project, including but not limited to:
 - a. Fiberoptic inventory and viability (Dark, Lit, City-owned or private).
 - b. Underground – Quantity, location/routing and viability of conduits (City-owned and private). Number of buildings that do not have street level connections.
 - c. Above ground – Number and viability of existing poles.
 - d. In Section C below, describe how availability of the above assets affects financial projections.
 2. Demonstrate how the model(s) (both business and technical) proposed in the Digital Equity sections are or are not relevant for Citywide services.
 - a. Identify gaps, if any, to the applicability of proposed models to Citywide service
 3. Demonstrate and affirm how proposed Digital Equity solutions being are foundational for Citywide broadband and that they do not in any way represent proprietary business models, technical architectures, or implementations
 4. Identify any alternative business models that the City should consider.
 - a. Define and justify the proposed business model(s)
 - b. Describe the details of ownership of assets
 - c. Assess risks
 - d. Identify potential mitigations
 5. Detail innovative business model or ownership approaches that the City may wish to consider.
 - a. Assess risk and potential mitigations.
 - b. Detail impact on costs, and benefits to the City.
- B. Provide technical model or range of models for scaling to Citywide services.
 1. Create high-level network design
 2. Identify technology(ies) active and passive components
 - a. Provide Bill of Materials
 - b. Include summary of technical costs in financial analysis above
 3. Identify innovative technologies or technical models the City should consider.
 - a. Assess risk and mitigations.

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- b. Detail delta costs, lifecycle, and how the City will benefit.
- C. Provide financial model with financing plan or range of financing options for providing Citywide services.
 - 1. Develop and justify budgetary methodology.
 - 2. Submit a cost table or tables to quantify/justify your primary recommended approach or range of approaches. Submit separate sheets for each discreet model.
 - a. Identify and breakout the costs for laying fiber to each area/neighborhood/street including ‘make-ready’ costs.
 - b. Identify and breakout costs for connecting every citywide business and residence, including any construction dependencies.
 - c. Breakout the cost to connect to the fiber network for every premise
 - d. Breakout the cost within individual households to make final in-home connections.
 - e. Detail how the model will address cost in delays associated with availability and sophistication of resident.
 - f. Identify dependencies and provide details on how the model will address costs and timing of generalized delays.
 - g. Identify specific costs and requirements of the City
 - h. Provide details for operational costs making sure to include refresh rate of equipment, network management, service, support, and upstream bandwidth.
- D. Provide project plan for providing Citywide services.
 - 1. Define and justify an effective order and sequence for Citywide deployment.
 - 2. Explain how this plan builds off of the work identified in the Digital Equity section.
 - 3. Identify technology active and passive components
 - a. Provide Bill of Materials
 - b. Include and justify technology refresh program and costs
 - c. Include summary of technical costs in financial analysis above
- E. Align planning with Cambridge Five Year Construction Master Plan⁸ so as to minimize excavation work.
- F. Identify plan for managing and operating the completed Citywide system
 - 1. Describe the planned service levels for routine customer problems and emergencies
 - 2. Identify how ongoing customer satisfaction goals will be defined, validated, remediated.
 - 3. Summarize the operating cost implication and detail them in financial section
- G. Outline how topics discussed earlier in TASK 1 Section E ‘Additional Considerations’ would be factored into the Citywide planning.
- H. Detail what specifically you would require of the City to make City-wide broadband service offerings a reality.

TASK 4 – OVERALL ANTICIPATED SCHEDULE

The following table displays what the City considers to be a reasonable, potential schedule for this project. The vendor shall supply a detailed schedule in the form of a Gantt chart timeline

⁸ [Cambridge Five Year Plan for Sidewalk and Street Reconstruction](#)

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supporting the schedule outlined in the table below as part of their Plan of Services. If this timetable cannot be met, an explanation of factors precluding this schedule should be supplied.

<u>Milestone</u>	<u>Completion (Time from Start)</u>
Contract award, notice to proceed	Q1 FY22 (Within 90 Days)
Baseline Complete	Q2-Q3 FY22 (Within 6 Months)
Business and Ownership Model Complete	Q2-Q3 FY22 (Within 6 Months)
Technical Architecture Complete	Q2-Q3 FY22 (Within 6 Months)
Financial Model Complete	Q2-Q3 FY22 (Within 6 Months)
Implementation Begins	Q3 FY22 (Within 6 Months)
Citywide Plan Complete	Q3 FY22 (Within 6 Months)
Digital Equity Complete	Q1 FY23 (Within 12 Months)
Project Complete	Q2 FY23 (Within 18 months)

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SECTION VII: QUALITY REQUIREMENTS

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

Check Yes or No for each of the following requirements:

1. The Proposer is independent of and does not have business ties with wireless carriers, internet service providers, equipment vendors, or construction contractors.
 YES NO

2. The Proposer is experienced in Network/broadband infrastructure engineering and implementation, market assessment, business planning (supply side and demand side), strategic business and technology consulting and planning, including customer surveys and analyses.
 YES NO

3. The Proposer has completed at least 3 equivalent Digital Equity design and implementation projects, including work with communities, end-users, and adoption program implementation.
 YES NO

Please provide here specific project names, each which identifies a project whose references and description are provided in the "Prior Project Experience Summary" section of the proposal:

Project/ Client Name Page# in proposal with Description	Project Scale (Miles ²)	Active Connections Established	Client and Project Manager's Name	Reference Phone and e-mail

4. The Proposer has experience working in the US Northeast region and shall designate a Project Manager and Deputy Project Manager at least one of whom can be onsite in Cambridge within eight (8) hours.
 YES NO

5. The Proposer has completed at least 3 broadband analysis, design and implementation projects with towns or cities that are home to major universities, business interests, residential diversity, and with the unique broadband characteristics and needs of these localities.

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YES NO

Please provide here specific project names, each which identifies a project whose references and description are provided in the “Prior Project Experience Summary” section of the proposal:

Project/ Client Name Page# in proposal with Description	Project Scale (Miles ²)	Active Connections Established	Client and Project Manager’s Name	Reference Phone and e-mail

6. The Proposer has experience working with community advisory boards that advise cities and that have representatives from local universities and nonprofits.

YES NO

7. Proposer can provide, upon request, proof of financial solvency.

YES NO

THIS QUALITY REQUIREMENT FORM PAGE 21 & PAGE 22 MUST BE SUBMITTED WITH THE NON-PRICE PROPOSAL

SECTION VIII: COMPARATIVE CRITERIA

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, 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 more than 15 years of experience performing the services defined within the scope of this RFP and have worked together on more than one other project.

A – To receive an Advantageous rating the detailed staffing plan must demonstrate that the proposed project team members have in the aggregate 15 years of experience performing the services defined within this RFP and have worked together on one other project.

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.

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UA – To receive an Unacceptable rating the detailed staffing plan demonstrates that the proposed project team members have in the aggregate less than 10 years of experience performing the services defined within the scope of this RFP.

Digital Equity Experience

Proposers must submit examples of Digital Equity projects completed within the last 5 years by the proposing team collectively or any of its member firms or individuals.

HA – To receive Highly Advantageous, proposals must show at least 3 detailed examples of relevant Digital Equity proposals completed by the proposing team together. Project examples must include success measures as well as key subcomponent work in customer-facing adoption services, i.e., device validation and training.

A – To receive Advantageous, proposals must show 1-3 detailed examples of relevant Digital Equity projects completed by the proposing team as a group or by any of its member firms or individuals. Examples must include success measures as well as any subcomponent work in customer-facing adoption services, i.e., device validation and training.

NA - To receive Not Advantageous, proposals must show at least 1 detailed example of relevant Digital Equity projects completed by any member of the proposing team. Project examples must include success measures.

UA – To receive Unacceptable, proposals will not show any detailed example of relevant Digital Equity projects completed.

Commonwealth of MA Supplier Diversity Office (SDO) Certified Disadvantaged Vendor

Proposer is certified by the Commonwealth of MA Supplier Diversity Office (SDO) as a disadvantaged vendor.

HA - To receive Highly Advantageous, Proposer's team is a SDO Certified disadvantaged vendor.

NA - To receive Not Advantageous, Proposer's team is not a SDO Certified disadvantaged vendor.

Municipal Broadband Implementation Experience

Proposers must submit examples of Municipal Broadband implementation projects completed within the last seven (7) years.

HA – To receive Highly Advantageous, proposals must show at least three (3) detailed examples of relevant Municipal Broadband implementation projects completed. Project examples must include success measures, network architecture (backbone to premise) and connecting Customers, both residential and business.

A – To receive Advantageous, proposals must show at two (2) detailed examples of relevant Municipal Broadband implementation projects completed. Project Examples must include success measures, network architecture (backbone to premise) and connecting Customers, both residential and business.

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NA - To receive Not Advantageous, proposals must show at one (1) detailed example of Municipal Broadband implementation project completed. Project Examples must include success measures, network architecture (backbone to premise) and connecting Customers, both residential and business.

UA – To receive Unacceptable, proposals will not show any detailed example of relevant Municipal Broadband implementation projects completed.

Broadband Business and Technical Consulting Experience

Proposers must submit examples of Municipal Broadband project consulting experience completed within the last five (5) years.

HA – To receive Highly Advantageous, proposals must show at least three (3) detailed examples of relevant Municipal Broadband consulting projects completed. Project examples must include: success measures, business models, technical architecture, funding, financial and risk analysis.

A – To receive Advantageous, proposals must show two (2) detailed examples of relevant Municipal Broadband consulting projects completed. Examples must include: success measures, business models, technical architecture, funding, financial and risk analysis.

NA - To receive Not Advantageous, proposals must show one (1) detailed example of Municipal Broadband consulting project completed. Examples must include your success measures related to one more of the following: network architecture (backbone to premise) and connecting Customers, both residential and business.

UA – To receive Unacceptable, proposals will not show any detailed example of relevant Municipal Broadband consulting project completed.

Broadband Technical Expertise

HA – To receive Highly Advantageous, proposals must show expertise in three (3) or more relevant Municipal Broadband technologies.

A – To receive Advantageous, proposals must show expertise in at two (2) relevant Municipal Broadband technologies.

NA - To receive Not Advantageous, to receive Advantageous, proposals must show expertise in one (1) relevant Municipal Broadband technology.

UA – To receive Unacceptable, proposals will show no expertise in relevant Municipal Broadband technology.

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SECTION IX: REQUIRED SUBMISSIONS

1. Anti-collusion and Tax Compliance Certification
2. Cori Compliance Form
3. Wage Theft Prevention Certification
4. Quality Requirements

The Quality Requirements can be found in **Section VII** on **pages 21 and 22** of this document. Please complete the Quality Requirements form and include in the non-price proposal. A no response, alteration of, or failure to respond to any of the Quality Requirements will result in a rejection of your proposal.

5. Price Proposal Form

The Price Proposal form can be found in **Section X**, on **page 27** of this document. This form must be completed as instructed. No substitute form will be accepted. Pricing must remain firm throughout the contract.

The Price Proposal form must be submitted separate from the non-price proposal, as described above. The proposer should make no reference to pricing, in any other part of the proposal. Failure to adhere to this may result in disqualification of the proposal.

6. Prior Project Experience

Proposer shall summarize their prior experience and outcomes with projects of similar scope and size, including BOTH Digital Equity and Municipal Broadband examples.

7. Proposers must provide a complete list of customers for whom Digital Equity design and implementation services have been provided over the last three (3) years which are similar in size and scope to this project with contact names and telephone numbers.
8. Proposers must provide a complete list of customers for whom Municipal Broadband consulting, design and implementation services have been provided over the last five (5) years which are similar in size and scope to this project with contact names and telephone numbers.
9. Proposers must provide a complete list of customers for whom BOTH Digital Equity AND Municipal Broadband services have been provided over the last five (5) years which are similar in size and scope to this project with contact names and telephone numbers.
10. Proposers must provide the names and resumes of all key personnel who will be assigned to work on this project. Proposers must identify the project manager and deputy project manager.
11. Proposers must provide all relevant certifications.
12. Proposers shall submit the required Support from the City including a description of any and all support services needed from the City, other than availability of appropriate individuals to meet with the proposer's project team for coordination purposes.

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13. Proposers shall provide examples of innovative business or technological approaches they have utilized to enable project successes for projects of similar size and scale.
14. Proposers shall provide examples of prior project communications and documentation examples including, but not limited to: Project planning and updates, Engineering documentation, Customer communications, Acceptance Testing Program details, and 'as-built' documentation.
15. Plan of Services

The following is a listing of text that must be included in the Plan of Services. Any proposal that does not include the requested information shall be rejected.

- a. A concise but responsive description of methods and technologies to be used, including specifics requested in this RFP, for all tasks identified under the Deliverables, including a description of any proposed business and technical alternatives.
- b. Identify Proposer's typically deployed business model for Digital Equity and for Municipal Broadband.
- c. Identify Proposer's typically deployed network architecture for Digital Equity and for Municipal Broadband.
- d. Identify Proposer's typically deployed technologies, including specific vendors and model numbers.
- e. A clear description of activities to be subcontracted, including the name and address of subcontractor. Subcontracts are subject to provisions in the City's Articles of Agreement.
- f. A work schedule, timeline, and communications plan with proposed major delivery milestones, key dependencies, including City responsibilities.
- g. Testing, validation and documentation procedures.

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SECTION X: PRICE PROPOSAL FORM

This price proposal form must be submitted in a sealed envelope, separate from the technical proposal. Failure to adhere to this instruction will result in automatic disqualification of your proposal. Price must remain firm or be reduced for the entire contract. If there is a discrepancy between the total price in numbers and the total price in words, the written word shall prevail.

Line #	Item	Proposed Price
1	Digital Equity Analysis	\$
2	Digital Equity Program Implementation	\$
3	Options for Citywide Services	\$
4	Financial and Quantitative Analysis	\$
5	Digital Equity Program Implementation	\$
6	Citywide Feasibility plan	\$
	Total of lines 1-6	\$

Total price in words items 1-6: _____

Signature of Proposer: _____

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

Signature of Individual submitting proposal: _____

Name of business: _____

Address of Proposer: _____

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: _____

END OF PRICE PROPOSAL FORM.

THIS PRICE PROPOSAL FORM MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE MARKED "PRICE PROPOSAL - REQUEST FOR PROPOSAL FOR 21st CENTURY BROADBAND"

Cambridge Housing Authority Units

Development	Address	Description	UnitsByHH	OccByHH	UnitsByMod	OccByMod
116 Norfolk Street	116 Norfolk	Designated as Elderly Unit	38	35	38	35
Burns Apartments LLC	30 Churchill Avenue	Designated as Elderly Unit	199	125	199	125
Cambridgeport Commons LLC		Family Unit	10	10	10	10
Center Street	4 Centre Street	Family Unit	1	0	1	0
Center Street		Family Unit	1	1	1	1
Columbus and Whittemore		Family Unit	5	5	5	5
Corcoran Park Interim Holding LLC		Family Unit	153	146	153	146
Elderly Condos		Designated as Elderly Unit	4	3	4	3
Fairmont Street LLC	6-8 Fairmont Street	Family Unit	10	10	10	10
Family Condos		Family Unit	10	9	10	9
Garfield Street LLC	1713-1715 Mass Ave	Family Unit	8	8	8	8
Harry S. Truman Apartment	25 8th St.	Designated as Elderly Unit	66	30	66	30
Hingham	12-18 Hingham Street	Family Unit	4	4	4	4
Inman Street	15 Inman Street	Family Unit	4	4	4	4
Jackson Gardens	259 Harvard Street	Family Unit	45	44	45	44
Jackson Place Apartments Interim Holding LLC		Family Unit	175	117	175	117
Jackson Street LLC	121 Jackson Street	Family Unit	10	10	10	10
Jefferson Park Apartments LLC	1 Jackson Place	Family Unit	104	103	104	103
John F Kennedy	55 Essex St	Designated as Elderly Unit	44	44	44	44
Lincoln Way	44A Lincoln Way	Family Unit	77	69	77	69
Linnaean Street	45 Linnaean St.	Designated as Elderly Unit	24	20	24	20
Lyndon B. Johnson Apts	150 Erie St.	Designated as Elderly Unit	177	173	177	173
Manning Apartments LLC	237 Franklin St	Designated as Elderly Unit	205	198	205	198
Millers River A	15 Lambert St.	Designated as Elderly Unit	128	85	128	85
Millers River B		Designated as Elderly Unit	156	90	156	90
Millers River Holding C		Designated as Elderly Unit	15	9	15	9
Newtowne Court	637 Main Street	Family Unit	268	265	268	265
Norfolk		Family Unit	3	3	3	3
Putnam Gardens LLC	64 Magee St	Family Unit	122	116	122	116
Putnam School	86 Otis st.	Designated as Elderly Unit	33	18	33	18
R.C. Weaver Apartments	81 Clifton St.	Designated as Elderly Unit	20	18	20	18
Richdale and Ware	175 Richdale	Designated as Elderly Unit	1	1	2	2
Richdale and Ware		Family Unit	1	1	2	2
River Howard LLC	5 River St.	Family Unit	32	31	32	31
Roosevelt Family		Family Unit	112	76	112	76
Roosevelt Midrise	14 Roosevelt Towers	Designated as Elderly Unit	77	76	79	78
Roosevelt Midrise		Family Unit	2	2	79	78
Roosevelt Towers		Family Unit	124	11	124	11
Russell Apartments LLC	2050 Mass Ave.	Designated as Elderly Unit	52	52	52	52
Saint Paul Residence	34 Mount Auburn St.	Designated as Elderly Unit	21	11	24	13
Saint Paul Residence		Family Unit	3	2	24	13
Valentine Street LLC	19 Valentine Street	Family Unit	6	6	6	6
Washington Elms	100 Harvard St	Family Unit	175	171	175	171
Willow Street Homes, LLC	42-58 Willow St	Family Unit	14	14	14	14
Woodrow Wilson Court	9 Woodrow Wilson Ct.	Family Unit	68	64	68	64
zAll		Designated as Elderly Unit	550	361	1094	803
zAll		Family Unit	544	442	1094	803
zAll		Designated as Elderly Unit	148	103	273	114
zAll		Family Unit	125	11	273	114
zAll		Designated as Elderly Unit	110	94	112	96
zAll		Family Unit	2	2	112	96
zAll		Designated as Elderly Unit	452	430	1328	1277
zAll		Family Unit	876	847	1328	1277

Sum of rows 1-46 2807

Chestnut street? 2 & n20 Chestnut St

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Contractor's Insurance Obligations

Contractor must provide the City of Cambridge with insurance policies as stated below at the expense of the Contractor. The Insurance Certificate must be written in the name of the City as an Additional Named Insured in order to protect the interest of the City from any liability which might be incurred against it as the result of any operation of the Contractor, its subcontractors or their employees.

The insurance required shall include all major divisions of coverage and shall be on a comprehensive general basis including Premises and Operations (including X-C-U), Owner's and Contractor's Protective, Products and Completed Operations, and Owned, Non-owned, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or the following limits, whichever are greater.

Certificates must be presented to the City at the time the contract is signed by the contractor. The Contractor and all subcontractors waive subrogation rights against the City of Cambridge for all losses.

EACH POLICY SHALL CONTAIN A 30-DAY NOTICE OF CANCELLATION, CHANGE OR NON-RENEWAL.

NOTICE OF OCCURRENCE is to be given to the City Manager, City of Cambridge, City Hall, 795 Mass. Ave., Cambridge, MA 02139. Carriers must have an A.M. Best rating of A X or better.

A. Owner's Protective Liability:

Each Occurrence	\$1,000,000
Aggregate	\$1,000,000

B. Commercial Liability:

General Aggregate	\$2,000,000
Products Completed Operations Aggregate	\$1,000,000
Personal Injury and Advertising Limit	\$1,000,000
Each Occurrence	\$1,000,000

C. Automotive-For all owned, non-owned, hired and leased vehicles:

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Each Occurrence Combined Single Limit of	\$1,000,000
Bodily injury - each person	\$1,000,000
- each accident	\$1,000,000
Property damage-each occurrence	\$1,000,000

D. Umbrella:

Combined single limit	\$2,000,000
General aggregate	\$2,000,000

E. WORKER'S COMPENSATION

Coverage A	STATUTORY	
Coverage B	Each Accident	\$1,000,000
Disease-Policy Limit		\$1,000,000
Disease-Each Employee		\$1,000,000

THE CONTRACTOR MAY PURCHASE AND MAINTAIN EXCESS LIABILITY INSURANCE IN THE UMBRELLA FORM IN ORDER TO SATISFY THE LIMITS OF LIABILITY REQUIRED FOR THE INSURANCE TO BE PURCHASED AND MAINTAINED IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH ABOVE (IN ADDITION TO THE UMBRELLA LIMITS REQUIRED). EVIDENCE OF SUCH EXCESS LIABILITY SHALL BE DELIVERED TO OWNER IN THE FORM OF A CERTIFICATE INDICATING THE POLICY NUMBERS AND LIMITS OF LIABILITY OF ALL UNDERLYING INSURANCE.

THE CITY OF CAMBRIDGE MUST BE AN ADDITIONAL NAMED INSURED ON ANY SUCH UMBRELLA POLICY.

THE CITY RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO AMEND THE INSURANCE REQUIREMENTS SET FORTH ABOVE.

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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.

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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)

Submit this form with your bid.

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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.

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

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

Attested hereto under the pains and penalties of perjury:

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

(Name of Business)

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

This form must be submitted with 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 Standard Compensation

2.121.050 Waivers and Exceptions

2.121.060 Notification Requirements

2.121.070 Duties of Covered Employers

2.121.080 Community Advisory Board

2.121.090 Enforcement

2.121.100 Severability

2.121.110 Effective Date

2.121.010 Title and Purpose.

This Chapter shall be known as the "Cambridge Living Wage Ordinance". The purpose of this Chapter 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.

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2.121.020 Definitions.

For the purposes of this Chapter, 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 Chapter; 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

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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 Chapter.

(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

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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:

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(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

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(ix) Standard benefits for Covered Building Service Employees other than for security guards shall be adjusted annually to be no less that 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 that 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;

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(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 Chapter, 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;

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- (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 Chapter in all requests for bids for service contracts and to all persons applying for Assistance as defined by this Chapter. 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 Chapter and shall post a notice about the Chapter 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:

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- (1) notice of the Living Wage amount and notice of the Standard Compensation amount;
- (2) a summary of the provisions of this Chapter;
- (3) a description of the enforcement provisions of the Chapter;

(4) the name, address, and phone number of a person designated by the Applicable Department to whom complaints of noncompliance with this Chapter 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 Chapter and to comply with the provisions of this Chapter;

(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 Chapter. 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:

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- (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.

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(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 Chapter, 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.

2.121.090 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

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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 Chapter, 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,

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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 Chapter 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.

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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 2.51% Therefore the new living wage, as of March 1, 2018 is \$15.64.

For calendar year 2018 the CPI-U increased by 3.29% Therefore the new living wage, as of March 1, 2019 is \$16.15.

For calendar year 2019 the CPI-U increased by 1.91% Therefore the new living wage, as of March 1, 2020 is \$16.46.

For calendar year 2020 the CPI-U increased by 1.13% Therefore the new living wage, as of March 1, 2021 is \$16.65.

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City of Cambridge
Articles of Agreement

Commodity:
File Number:
State Contract:

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 _____, existing under the laws of the State of Massachusetts ("the Contractor").

Address:
Telephone:

Article I. Definition. "This Contract" as used herein shall mean these Articles of Agreement and the quote dated XX/XX/XXXX and the State Contract Number #####.

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 State Contract XXXXX.

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 XXXXXXXXXX Department (XXXXXXXXXX, 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.

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Article VII. Conflict. In the event there is a conflict between these Articles and the State Contract XXXXXX the State Contract XXXXXX 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.

Article XII. Electronic Signatures. This Contract and any amendments thereto may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, together, shall be deemed to be one and the same agreement or document. A signed copy of this Contract or any amendment thereto transmitted by facsimile, email or other means of electronic transmission, shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such amendment for all purposes.

In witness whereof the parties have hereto set their hands the day and year first above written.

The City:

The Contractor: XXXXXXXXXXXXXXXXXXXXXXXX

Louis DePasquale
City Manager

Signature and Title

Elizabeth Unger
Purchasing Agent

Approved as to Form:

Nancy E. Glowa
City Solicitor