

FILE NO. 7235
REQUEST FOR PROPOSALS FOR A LOW CARBON ENERGY SUPPLY STRATEGY STUDY

Sealed proposals will be received at the Office of the Purchasing Agent, Room 303, City Hall, 795 Massachusetts Avenue, Cambridge Massachusetts 02139 until **11:00 am on Thursday, May 12, 2016** for providing the following services to the City of Cambridge:

The undersigned hereby proposers to provide all labor, materials and equipment necessary to Provide. **Request for Proposal for low carbon energy supply strategy study.**

Copies of the Request for Proposal may be obtained at the Office of the Purchasing Agent on or after **Thursday, April 14, 2016** 8:30 a.m. to 8:00 p.m. on Mondays, Tuesday through Thursday from 8:30 a.m. to 5:00 p.m., and Fridays from 8:30 a.m. to noon. This RFP may be downloaded from the City's website: www.cambridgema.gov, online services, Purchasing Bid List, Regular RFP, File No.7191. The City of Cambridge reserves the right to reject any or all proposals, waive any minor informalities in the proposal process, and accept the proposal deemed to be in the best interest of the City.

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

Questions concerning the Request for Proposals must be submitted in writing by 11:00 a.m. on **Monday, May 2, 2016** to **Amy L. Witts, Purchasing Agent** at the address above or by fax (617) 349-4008. Answers to questions will be posted to the website in a form of an Addendum.

Two separate sealed envelopes, a sealed envelope containing one (1) original and eight (8) copies of the non-price proposal and one electronic copy marked "Non-Price Proposal – Request for Proposal for low carbon energy supply strategy study" and one sealed envelope containing the price proposal form marked "Price –Proposal Request for Proposal for low carbon energy supply strategy study" must be received by Amy L. Witts, Purchasing Agent, City of Cambridge, 795 Massachusetts Avenue, Cambridge, prior to **11:00 AM, Thursday, May 12, 2016. Failure to submit the electronic copy of the non-price proposal will automatically result in rejection. Any proposals received after such time will not be accepted, unless the date and time has been changed by addendum. Delivery to any other office or department does not constitute compliance with this paragraph, unless the proposals are received by the Purchasing Agent by the established deadline.**

Amy L. Witts
Purchasing Agent

Confidentiality and Public Records Law

All materials submitted by the vendor in response to this Request for Proposal will be opened for inspection by any person AFTER a decision for award has been made in accordance with the provisions of the Massachusetts Public Records Law and Massachusetts General Laws Chapter 30B.

Terms and Conditions

The terms and conditions of any contract awarded through this procurement are attached hereto and shall be affirmed by the City and selected proposer.

1. Proposals will remain in effect for a period of 90 days from the deadline for submission of proposals or until it is formally withdrawn, a contract executed or this RFP is canceled, whichever occurs first.
2. The Purchasing Agent shall cancel the contract if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year.
3. A sample contract is attached hereto (**Appendix B**). The bidder must be willing to sign the City's contract. The City will not accept a bidder's terms & conditions.
4. Rule for Award: The City will award a contract to the proposer submitting the most advantageous proposal taking into consideration the proposals Quality Requirements, Evaluation Criteria and composite ratings, references and price. Rates must remain firm or be reduced throughout the life of the contract. A Contract will be awarded within 90 days unless award date is extended by consent of all parties concerned.
5. The City of Cambridge Living Wage Ordinance is applicable. The current living wage rate is \$15.04 per hour (the ordinance is attached, **Appendix A**).
6. The successful proposer will be bound by all Terms and Conditions set forth herein and which will be incorporated into the contract awarded.
7. Each proposer must submit a completed CORI Policy form that is included herein affirming its compliance with the City's CORI Policy.
8. Each proposer must submit a completed Wage Theft Prevention Certificate that is included herein.
9. The contract period shall commence on the date of execution of the contract by the City of Cambridge and shall be in effect through December 31, 2017

INSTRUCTIONS TO PROPOSERS

1. **Two separate sealed envelopes**, one sealed envelope that contains one (1) original and eight (8) copies of the non-price proposal **and one electronic copy** marked “Non-Price Proposal – **Request for Proposal for low carbon energy supply strategy study**” and one sealed envelope that contains one (1) original price proposal form marked “Price Proposal –**Request for Proposal for low carbon energy supply strategy study**” must be received by the Purchasing Agent, City of Cambridge, 3rd floor City Hall prior to **11:00 AM, Thursday, May 12, 2016**. Chapter 30B requires that price proposals must be separate from technical proposals. Therefore please make no reference to price in the non-price proposal. Failure to adhere to this requirement will result in disqualification. It is the sole responsibility of the proposer to insure that the proposal arrives on time at the designated place. Parking is limited at City Hall and it is strongly recommended that proposals are mailed or delivered in advanced of the due date and time. Late proposals will not be accepted.
2. The signature of the authorized official(s) must be provided on all the proposal forms. All proposals should be double -sided in conformance with the City's recycling policy.
3. The signature of the authorized official(s) should be organized and presented as directed. Accuracy and completeness are essential. The successful proposal will be incorporated into a contract; therefore, the proposer should not make claims that they are not prepared to commit themselves contractually.
4. The Price Summary form must be completed as instructed. No substitute form will be accepted. Pricing must remain firm. The bid submitted must be without conditions or exceptions.
5. Failure to answer any questions, to complete any form or to provide the documentation required will be deemed non-responsive and result in automatic rejection of the proposal unless the City determines that such failure constitutes a minor informality, as defined in Chapter 30B.
6. All interpretations of the RFP and supplemental instructions will be in the form of written addenda to the RFP specifications. Requests for clarification or any questions about information contained in the RFP should be addressed in writing to:

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

or faxed to
(617) 349-4008

No requests or questions will be accepted after 11:00 a.m. on Monday, May 2, 2016.

Answers to questions will be posted to the website in a form of an Addendum.

7. Proposals must be unconditional. However, prior to the proposal opening proposers may correct, modify, or withdraw proposals by written request to , Amy L. Witts, Purchasing Agent, City of Cambridge, Room 303, City Hall, 795 Massachusetts Avenue, Cambridge, MA 02139. A letter will be sufficient for withdrawal of a proposal up the date of the proposal opening. Any correction or modification to a proposal must be submitted in writing and in a sealed envelope labeled " - **Request for Proposal for low carbon energy supply strategy study** Modification to (or Withdrawal of) Proposal.

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. The Evaluation Committee will be composed of City Staff and one member of the Boston Green Ribbon Commission and one employee of the Massachusetts Clean Energy Center.

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

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

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

I. Background

The City of Cambridge shares increasing global concerns about the crisis of climate change and the many challenges it presents. This crisis threatens the ability of the planet to support secure, healthy, productive, and enriching lives for current and future generations. The City of Cambridge has long been steadfast in addressing climate change. In 2002, the City adopted the Climate Protection Action Plan, our first attempt at proposing emissions reduction targets and recommendations to reduce greenhouse gas emissions. At that time, we set a goal to reduce emissions by 80% by 2050. Since then, the City has committed to a range of initiatives to support sustainable lifestyles and move the community toward greater resilience to climate change. In Cambridge, buildings are both the problem and the solution for addressing climate change: we estimate that close to 80% of our greenhouse gas emissions results from building operations and, as a sign of our thriving economy, new buildings seem to be sprouting up every day. If the city can get to net zero emissions in the building sector, we will have made major progress towards achieving the U.N.'s goal of carbon neutrality in our cities.

In 2013, in response to community concern that continued construction activity would make the goal of reducing greenhouse gas emissions harder, the City convened the Getting to Net Zero Task Force to foster a deep conversation among stakeholders to advance the goal of setting Cambridge on a trajectory to becoming a “net zero community,” with a focus on carbon emissions from building operations. For Cambridge, ‘net zero’ refers to a building or a community of buildings for which, on an annual basis, all greenhouse gas emissions resulting from building operations are offset by carbon-free energy production. Achieving the net zero objective relies on a combination of energy efficiency improvements, renewable energy production and, where necessary, purchase of carbon offsets or, potentially, credits (that meet specific criteria). After fifteen months of intensive discussions, outside expert analysis, and consultation across sectors including the general public, the Task Force delivered a 25-year framework for setting Cambridge on the trajectory to becoming a net zero community.¹

To achieve net zero and improve community resiliency will require a significant shift in the supply of energy to Cambridge buildings away from fossil fuel based sources and toward low- or zero-carbon sources. In order for the City to better understand the full potential of renewable energy and low carbon district heating and cooling in Cambridge, the City requires an energy supply strategy. The scope of the energy supply strategy is to determine what the potential is for generating heat and electricity at the block, district, and city scale and where in the city is best suited for such applications. The strategy will also look at the capacity and constraints posed to developing renewable energy with regard to the grid. This includes investigations in both smart

¹ This language is drawn from the Getting to Net Zero Framework report, which can be found along with additional materials about the Cambridge Net Zero Action Plan at <http://www.cambridgema.gov/CDD/Projects/Climate/NetZeroTaskForce>

grids and energy storage. This strategy will include realizing a significant portion of the city's solar potential (both PV and thermal), taking advantage of opportunities to harvest waste heat, and expanding and developing additional district energy capacity. The strategy will help define what role(s) the City can play in advancing low carbon energy generation, distribution, and storage.

The Low Carbon Energy Supply Strategy will help define:

- Where and how low carbon district energy can happen in Cambridge given current and emerging technologies.
- The role the City can play in developing and enabling district energy and distributed generation.
- Where and how utilities and other parties could begin to modernize the grid infrastructure.
- The full technical and economic potential for solar PV, solar thermal, and other renewable energy sources throughout the city.
- The opportunities and potential for energy storage that improves resiliency and the potential to utilize more renewable energy.
- The policies and investment strategies that should be employed to improve deployment of low carbon and renewable energy.²

II. Overview and Goals

A. Vision: Urban Energy System Transformation

The Urban Sustainability Director's Network has defined Urban Energy System Transformation as "the process of restructuring energy demand and supply in a municipality to radically reduce the amount of energy consumed, transition energy supply to fossil fuel-free sources, and make the system resilient to future risks."³ The three core components of energy systems change—reducing energy demand, decarbonizing energy supply, and increasing energy system resilience—must be closely integrated and applied to all energy sources, including electricity and thermal demand in buildings.

The City of Cambridge seeks an energy supply strategy that achieves such a system-level transformation in order to support the goals of the Net Zero Action Plan. In accordance with the

² From Net Zero Action Plan Appendix G: Summary of Proposed Actions, available at <http://www.cambridgema.gov/CDD/Projects/Climate/~media/BF531928BB7D4526AE2D8538E025E0BA.ashx>

³ Slide 8, Framework for Urban Energy System Transformation, available at http://usdn.org/uploads/cms/documents/usdn_innovation_fund_-_energy_systems_transformation_framework.zip

Carbon Neutral Cities Alliance, Cambridge envisions a future energy supply system that has the following characteristics:⁴

- **Clean:** Reduce carbon emissions and toxic pollutants created by the system.
- **Reliable:** Minimize system downtime from outages and ensure high quality of power delivered.
- **Affordable:** Keep rates as low as possible and maintain competitiveness.
- **Predictable:** Minimize rate volatility.
- **Transparent:** Consumers can understand their power costs and what drives changes in costs.
- **Local Control:** Give residents greater control over their energy resources and energy choices.
- **Wealth Creating:** Keep more energy revenue in the local economy instead of exporting it to outside suppliers — to help drive local economic development, create new businesses and jobs.
- **Innovative:** The system spawns innovation, intellectual property creation, and entrepreneurship.
- **Just:** The system promotes “energy equity,” protecting vulnerable populations from undue hardship, and promotes energy literacy.

B. Outcomes

Based on this vision, a successful urban energy system transformation should have the following results:⁵

- **Decarbonized imported electricity:** Large scale, centralized electricity generators are powered by renewable resources.
- **Increased local production of renewable power:** Smaller scale distributed generation is enabled by both policy and technology frameworks.
- **Reduced demand/consumption of electricity:** Energy efficiency is considered the “first fuel” and planned for when making choices about energy supply options.
- **Elimination of fossil fuel heating and cooling sources:** Buildings rely on renewable thermal sources, including in district energy applications.

⁴ From the Carbon Neutral Cities Alliance *Framework for Long-Term Deep Carbon Reduction Planning*, p. 60, available at <http://usdn.org/uploads/cms/documents/cnca-framework-12-16-15.pdf>

⁵ Adapted from Carbon Neutral Cities Alliance, p. 62

- **“Utility of the future” model:** Utility policies and practices enable the energy system transformation through grid modernization, new utility revenue models, and rules which incentivize energy savings and integration of renewable energy sources.
- **Citywide energy management:** The City develops the capacity to achieve energy system goals, including technical understanding, policy, and capital investment.

The energy supply strategy should include concrete actions and measurable outcomes which align with the emission reduction targets laid out in the Net Zero Action Plan Greenhouse Gas Reduction Model.⁶ It should also provide a framework through which the Envision Cambridge⁷ city-wide planning process can integrate energy supply decarbonization into Cambridge’s development trajectory.

C. Assessment Principles

In order to achieve the goals laid out above, the urban energy system transformation assessment approach should align with the following best practice principles⁸:

- **Comprehensive:** Energy systems transformation is most effective when it addresses all strategies (demand reduction; supply de-carbonization and system resilience) and all energy sources (electricity; heat; mobility) simultaneously, and pays attention to the intersections and synergies between them.
- **Integrated:** Energy systems transformation work needs to be integrated with other community planning processes, including broader sustainability frameworks and plans; climate action plans; comprehensive plans; transportation master plans; etc.
- **Multiple Scales:** Energy system transformation work is not just about utility scale change. It needs to address opportunities for change at all scales – individual households; enterprises/organizations; and community-wide infrastructure.
- **Grounded in Customer Requirements:** The process of change needs to involve deep stakeholder and customer engagement and be managed in a way that community members are able to see and experience direct benefits that add value to the quality of their lives.
- **Equitable:** The design of the new energy system needs to assure that the needs of disadvantaged populations and neighborhoods are addressed, and that benefits and costs are equitably distributed.
- **Grounded in Scalable Market Economics:** Large-scale change in energy systems will not happen if market forces are not aligned with targeted outcomes. Subsidies can advance innovation at small scales, but cannot support deep market penetration. Systems need to be developed that have compelling economics for users. The best renewable energy is renewable energy that is cheaper, more convenient and more

⁶<http://www.cambridgema.gov/CDD/Projects/Climate/~media/89814C94911A49388ECDBAAEAE7366A6.ashx>

⁷<https://www.cambridgema.gov/CDD/Projects/Planning/citywideplanning>

⁸ Slides 21-22, Framework for Urban Energy System Transformation

reliable than its fossil fuel-based alternative. Capturing full value and pricing externalities is critical to creating a level economic playing field.

- **Grounded in Engineering Knowledge:** Energy systems – especially electricity grids – are complex and have very specific requirements for reliable performance. Engagement in energy systems transformation requires municipalities to develop deep technical knowledge of how systems work so that their strategies for change are feasible from a technical point of view. (The challenges of balancing a grid and maintaining required frequency levels with high percentages of intermittent renewables supplies is a good example of this.)
- **Respectful of Control Limitations:** There are many aspects of community energy systems over which municipalities have limited control or influence. The City strategy has to respect these limits and be grounded in an understanding of a city’s real points of leverage.
- **Willing to Exercise Influence:** Despite limitations of control, cities need to be willing to exercise their influence as major energy-consuming customers and articulate their “voice of the customer” in demanding that energy suppliers align their products and services with their energy vision goals.

III. Scope of Service and Deliverables

The Low Carbon Energy Supply Strategy Study (“the Study”) will provide Cambridge with the basis of an urban energy system supply transformation strategy in context of the Net Zero Action Plan goals and the vision and principles described above. The Study should be divided into two major phases, defined below. The respondent should indicate in the Proposal their approach to separating the deliverables into phases to fit within the time and resource constraints and achieve a cohesive understanding of Cambridge’s energy demand and supply and pathways to decarbonization.

A. Phase 1:

Analysis of current and future energy demand and supply in Cambridge to form the basis of understanding the energy needs that must be met and identify the opportunities to reduce the carbon intensity of the energy supply. Phase 1 should represent up to 60% of the work and be completed by December 31, 2016.

i. Existing Factors

Phase 1 of the Study should consider the following factors that influence energy strategies in an urban environment such as Cambridge while describing current conditions:⁹

- **The Cost of Energy:** Consider the local cost of energy; the higher the cost of energy, the more there is a market incentive for energy efficiency, and the more competitive renewable sources are.
- **The Aggressiveness of Targets:** Consider the targets for energy system decarbonization laid out in the Net Zero Action Plan, as well as City Council and

⁹ Adapted from Framework for Urban Energy System Transformation, slides 19-20

Climate Protection Action Committee goals.¹⁰ The timing of these targets affects the strategies undertaken in the short and long term. Of particular importance is the timing of strategies that are connected to assets with long lifecycle. Decisions in the short term (such as investments in new natural gas pipelines; fossil fuel power plants; or transmission lines) can “lock in” certain patterns of energy use that are then very difficult to change. Opportunities to integrate the low carbon energy supply strategy with the Envision Cambridge plan should also be identified here.

- **Existing Power Mix:** Consider the carbon intensity of Cambridge’s current energy supply. This sets a baseline from which the supply needs to be decarbonized to meet Cambridge’s GHG reduction goals.
- **Legacy Power Systems:** Consider the structure of existing district energy systems; transmission constraints; and legacy generation plants. These legacy systems affect the economic and political feasibility of different strategy options.
- **Alignment of State and City Goals:** Consider Cambridge’s GHG reduction goals in context of the Massachusetts Global Warming Solutions Act and Clean Energy and Climate Plan targets and strategies. How do these targets and strategies complement or conflict with City goals?
- **Regulatory Framework:** Consider Massachusetts power sector regulations, including the de-regulated power market, energy efficiency incentives, renewable energy incentives, and ongoing PUC activity.
- **Level of Utility Control:** Consider the operations of Cambridge’s local distribution companies, Eversource and Veolia. How do Eversource’s and Veolia’s activities and initiatives affect the carbon intensity of Cambridge’s energy supply and what opportunities are there for Cambridge to influence these activities?
- **City Capacity:** Consider the capacity of Cambridge staff and funding to design and implement a strategy. Energy system transformation takes work, and work costs money. Cities need to have dedicated staff with technical expertise and budgets that can support detailed technical analysis and participation in regulatory proceedings.

ii. Barriers

Phase 1 should also include the evaluation of potential barriers to energy supply system change and opportunities to overcome these barriers, including:¹¹

- **Reliability:** The electricity and heating systems’ reliability cannot be compromised; risks of incorporating intermittent renewable sources into the grid must be designed and managed.
- **Stranded Assets:** There is the potential for “stranded assets” in the system: devalued system components become liabilities, with financial losses and risks for private and public investors.

¹⁰ See

https://www.cambridgema.gov/~media/Files/CDD/Climate/climateplans/CPAC_Goals_Objectives_20140529.ashx?la=en

¹¹ Carbon Neutral Cities Alliance, p. 65

- **Financial Concerns:** Decision-makers may resist increased distributed production of energy and conservation because the current energy-supply business model depends on volume sales and loss of volume destabilizes financial performance.
- **Technical Feasibility:** The feasibility of micro-grids and other distributed-generation models is not yet well established.
- **Renewable Supply Growth Potential:** There is uncertainty about how rapidly a large-scale renewable supply can be developed and deployed.

iii. Opportunities

Phase 1 should evaluate potential opportunities to meet Cambridge's energy supply needs while reducing GHG emissions through the use of a range of low-carbon energy technologies, including:

- **Solar Electricity**
- **Renewable Thermal Technologies and Waste Heat**
- **District Energy and Microgrids**
- **Smart Grid Technology and Energy Storage**

B. Phase 2:

Analysis of technology and policy pathways to achieving one or more future low carbon energy supply scenarios and the feasibility of these scenarios. This phase of the Study should identify specific actions that can be integrated into the Net Zero Action Plan and the Envision Cambridge city-wide plan. Phase 2 should be completed by June 30, 2017.

i. Consider Strategies to Achieve Energy Supply System Change

Phase 2 of the energy supply strategy should illustrate clear integration of the core goals of reducing energy demand, decarbonizing energy supply, and increasing energy system resilience. As strategies scale, each of these components has a large impact on the others.¹²

A range of levers, strategies, and actions for transforming energy supply systems should be considered and the ability of the City as well as other stakeholders to influence these levers should be identified. Potential energy supply transformation levers include:¹³

- **Voluntary Action**
 - Consumer renewable energy purchase and production
- **Price Signals**
 - Reduce cost of renewable energy
 - Ease regulatory compliance for alternative energy systems
- **Public Investments**
 - Invest in renewable energy supply

¹² Slide 42, Framework for Urban Energy System Transformation

¹³ Carbon Neutral Cities Alliance, p. 67

- Purchase and produce renewable energy for City government
- **Mandates**
 - Mandate decarbonization of energy supply
 - Mandate increased energy efficiency and conservation

ii. Feasibility Assessment

Phase 2 should also include evaluation of the feasibility of low carbon energy supply scenarios, including technical, financial, political, institutional, and operational factors that may inform the prioritization of low carbon energy supply strategy pathways.

C. Deliverables

The proposal should describe a phased approach to inclusion of the following deliverables:

i. Energy Demand and Supply

- Analyze and map energy demand, supply, and distribution in Cambridge today and projected to 2025 and 2040. Scenarios should represent a pathway towards a fully decarbonized energy supply in the 2050-2070 timeframe.
 - Energy demand should be separated into thermal and electricity use and fuel, as well as building sector, temporal load profile, and existing versus new buildings.
- Review and, to the extent possible, incorporate existing energy demand and supply modeling. For example, future energy demand and renewable energy supply levels should match those in the attached Net Zero Action Plan Greenhouse Gas Reduction Model for the target years.¹⁴ Additional modeling listed in the Resources section below includes the Kendall Square EcoDistrict Energy Assessment and Study and the Net Zero Action Plan Building Energy Primer.
- Analyze carbon intensity of current and future levels of grid-supplied clean energy and options for competitive procurement of clean energy.
- Analyze approaches to prioritization and coupling of energy demand reduction and energy supply decarbonization.
- Identify impacts on increasing energy system resilience.
- Identify comparative energy system costs.

ii. Solar Electricity

- In partnership with Eversource, map and provide technical analysis, with accompanying recommendations, on the constraints and opportunities posed by the current electrical grid with regards to its ability to integrate electricity from solar PV.

¹⁴ http://www.cambridgema.gov/CDD/Projects/Climate/~/_media/89814C94911A49388ECDBAAEAE7366A6.ashx; [The building development assumptions behind this model should be evaluated in context of other development trajectories for Cambridge such as the K2C2 Planning Study \(http://www.cambridgema.gov/cdd/projects/planning/k2c2\).](http://www.cambridgema.gov/cdd/projects/planning/k2c2)

- Based on the Cambridge Solar Map¹⁵ and Net Zero Action Plan Potential for Solar Power Development in Cambridge, MA,¹⁶ analyze and map the technical and economic solar PV installation potential throughout the City. Include a breakdown of potential by building type.
- Evaluate current barriers to solar PV installation by market segment, including multi-family ownership barriers, building structural barriers, roof barriers, lack of solar readiness in new construction and renovation, limited financing options, and limited access to tax credits and other incentives.
- Based on Cambridge's estimated solar potential and the incremental actions outlined in the evolution of a solar ready requirement,¹⁷ develop a Solar Roadmap to achieving greater solar PV penetration in Cambridge. Create case studies illustrating a successful project installation overcoming each barrier listed above and accompanying solutions. Rank market segments in terms of solar potential, barriers, and timeframe to enact solutions. The ranking of the market potential and market solutions will thereby produce an ordered list that will show which solutions are most important and feasible to enact first, then which solutions are most important and feasible to enact next, and so on to create a pipeline of solutions that will "unlock" projects.

iii. Renewable Thermal Technologies

- Analyze and map existing and potential renewable thermal energy from solar thermal, geothermal, air source and ground source heat pumps, and waste heat sources. Identify constraints and opportunities to integrating renewable thermal energy from these sources into both individual buildings and district energy systems.
- Identify opportunities based on both technical and business case analysis to either develop and/or expand renewable thermal energy use at the building or district energy scale.

iv. District Energy and Microgrids

- Based on the energy demand breakdown, analyze potential for decarbonization in electricity versus thermal supply. Analyze potential energy and GHG savings that can be achieved through district energy and microgrid systems.
- Analyze and map potential low carbon energy resources that could be developed into district energy and microgrid systems in Cambridge (either new systems or tied into existing systems), including solar thermal, geothermal, waste heat, and other distributed energy resources.

¹⁵ <http://www.mapdwell.com/en/cambridge>

¹⁶ http://www.cambridgema.gov/CDD/Projects/Climate/~/_media/7570977A5C134A2F8D6C4DC34581044F.ashx

¹⁷ See Net Zero Action Plan Action 3.2

- Identify opportunities based on both technical and business case analysis to develop district heating and cooling – this will include the mapping of current and future thermal demand and the capacity of the current building stock to adapt to district scale solutions.
- Identify opportunities based on both technical and business case analysis to either develop and/or expand combined heat and power and/or distributed electricity generation resources at the block or district scale for micro-grids independent or integrated with district energy systems.

v. **Smart Grid Technology and Energy Storage**

- Analyze current low carbon energy supply opportunities and barriers influenced by advanced grid technology such as energy storage, smart homes, demand response, grid infrastructure, and utility reform.¹⁸
- Analyze future advanced grid and energy storage technology development and implementation and its ability to enable low carbon energy supply.

vi. **City Roles**

- Perform a strengths, weaknesses, opportunities, and threats (SWOT) analysis of the various roles that the City can play with regards to the promotion and proliferation of low carbon renewable energy. These could include but not be limited to owning and operating systems or infrastructure, public private partnerships, franchise areas, and other enabling legislation.
- Identify policy options to support the development of low carbon and renewable energy.

vii. **Non-City Roles**

- Explain the current influence of stakeholders outside of Cambridge municipal control that impact the carbon intensity of Cambridge's energy supply, including neighboring communities, utilities, state government, and federal government.
- Identify pathways through which Cambridge can work with external stakeholders to reduce the carbon intensity of Cambridge's energy supply.

viii. **Financing**

- Identify current finance pathways to enable reductions in the carbon intensity of Cambridge's energy supply.
- Prioritize areas of investment for either generation, distribution or storage of energy.
- Review and propose investment vehicles that can be used to support both the short and long-term development of low carbon or renewable energy supply sources.

¹⁸ Including advanced metering infrastructure, improved Volt/VAR control, automated demand management, improved storage and frequency regulation, revenue de-coupling, performance-based compensation, fixed cost recovery, minimization of stranded assets, reduced peak load requirements, improved transmission planning, time-variant pricing (Carbon Neutral Cities Alliance, p. 63)

ix. Engagement

- Propose an approach to public engagement around the Low Carbon Energy Supply Strategy to increase public understanding of energy supply, demand, and options for reducing the GHG emissions of energy use in Cambridge.

D. Data and Process Rights

Data will be the property of the City of Cambridge. Methodologies developed within the scope of this RFP will be the property of the City of Cambridge. Methods and methodologies developed outside of this RFP but used for executing the RFP will remain the property of the Consultant, but the output analysis and data from those methods and methodologies will become the property of the City of Cambridge.

IV. Resources

Respondents should propose an approach to use existing resources to effectively achieve the goals of this Study. Propose additional data sources needed and how sources will be acquired.

A. Energy Data

- **Building Energy Use Disclosure Ordinance (BEUDO):**¹⁹ Annual parcel-level energy consumption data for municipal buildings, commercial parcels greater than 25,000 square feet, and residential parcels with greater than 50 units. 2014 data currently available; 2015 data available in May 2016.
- **Utility aggregated data:** Aggregated, annual city-wide electricity and natural gas data is available from Eversource. Quarterly aggregated electricity and natural gas data for municipal and residential buildings is available for 2013-2016 as part of the Georgetown University Energy Prize.²⁰
- **Community GHG Inventory:** Currently in process, the Community GHG Inventory will provide a complete city-wide GHG emissions inventory.²¹ The Low Carbon Energy Supply Study contractor should work with the Community GHG Inventory contractor to efficiently acquire data and avoid repeated data requests.
- **Kendall Square EcoDistrict Energy Assessment and Study:**²² This energy assessment and low carbon energy supply scenario study for the Kendall Square EcoDistrict is currently underway and collecting data regarding energy use and supply in Kendall Square. The City will share this data with the Low Carbon Energy Supply Study contractor.

¹⁹

<http://www.cambridgema.gov/CDD/zoninganddevelopment/sustainablebldgs/buildingenergydisclosureordinance.aspx>

²⁰ <https://guep.iconics.com/>

²¹ See RFP at: <http://www2.cambridgema.gov/purchasing/documents/3169/Bid3169.pdf>

²² See RFP at: <http://www2.cambridgema.gov/purchasing/documents/2946/Bid2946.pdf>

- **Renewable Energy Supply Data:** The City tracks renewable energy technology installations in Cambridge including solar PV, solar thermal, CHP, and storage, and will share this data with the Low Carbon Energy Supply Study contractor.
- **Net Zero Action Plan Potential for Solar Power Development in Cambridge, MA:** Technical and economic analysis of Cambridge solar PV potential based on Cambridge Solar Map.²³
- **Net Zero Action Plan Building Energy Primer:**²⁴ High-level assessment of Cambridge building energy use.
- **Net Zero Action Plan Greenhouse Gas Reduction Model:**²⁵ Annual GHG savings attributable to energy efficiency and renewable energy installations in Cambridge modeled as a result of achievement of Net Zero Action Plan goals.

B. Development Data

- Assessor's Database/zoning maps to understand existing development characteristics²⁶
- Build-out projections for target scenario years, as included in the Net Zero Action Plan GHG Reduction Model.

C. Precedent Studies and Guidelines

- Kendall Square EcoDistrict Energy Assessment and Study²⁷
- Urban Sustainability Director's Network Carbon Neutral Cities Alliance²⁸
- Urban Sustainability Director's Network Energy Systems Transformation Framework²⁹
- Boston Community Energy Study³⁰
- Philadelphia Energy Campaign³¹

V. Proposal Specification and Preparation

All information in the proposal should be organized and presented as directed below. Accuracy and completeness are essential. The successful proposal will be incorporated into a contract. To expedite the evaluation of proposals, it is essential that the proposer strictly adhere to the instructions below. Failure to answer any question, complete any form, or provide the

²³ <http://www.cambridgema.gov/CDD/Projects/Climate/~media/7570977A5C134A2F8D6C4DC34581044F.ashx>

²⁴ <http://www.cambridgema.gov/CDD/Projects/Climate/~media/7F3FCF80D10040F2A8A81C9893A99655.ashx>

²⁵ <http://www.cambridgema.gov/CDD/Projects/Climate/~media/89814C94911A49388ECDBAAEAE7366A6.ashx>

²⁶ <https://data.cambridgema.gov/browse?category=Assessing>

²⁷ <http://www2.cambridgema.gov/purchasing/documents/2946/Bid2946.pdf>

²⁸ <http://usdn.org/public/page/13/CNCA>

²⁹ http://usdn.org/uploads/cms/documents/usdn_innovation_fund_-_energy_systems_transformation_framework.zip

³⁰ <http://www.bostonredevelopmentauthority.org/planning/planning-initiatives/boston-community-energy-study>

³¹ <http://www.philaenergy.org/energy-campaign/>

documentation will be deemed non-responsive and result in automatic rejection of the bid unless the City determines that such failure constitutes a minor informality, as defined in Chapter 30B.

A. Introduction

The introductory portion of the proposal should provide a straightforward and concise description of the proposal'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 negotiate and sign a contract on the proposer's behalf; the name, title, address and telephone number of the individual(s) who can supply additional information 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.

B. Quality Requirements

The Quality Requirements can be found on page 18 of this document. Please complete the Quality Requirements form and include in the non-price proposal. A no response or a failure to respond to any of the quality requirements will result in a rejection of your bid.

C. Proposal

The proposal should respond to the Scope of Services and Deliverables above. Due to the broad nature of the Study, Cambridge seeks a respondent that can propose the most effective approach to forming a comprehensive Low Carbon Energy Supply Strategy for the City. The proposal should therefore clearly lay out how the respondent intends to meet the goals and deliverables described in this RFP based on the available data and within the allotted timeframe. It should also identify clear mechanisms through which the Low Carbon Energy Supply Strategy can be integrated into the Net Zero Action Plan and Envision Cambridge city-wide plan.

The proposal should also include a clear plan for project management, including regular check-ins with key staff and stakeholders, and should include a least 3 public meetings.

D. Other Proposal Submission Documents

The following documents must be submitted with your non-price proposal:

i. Professional qualifications

The proposer should describe its management capabilities in its field relevant to this RFP. This section should include the names and professional qualifications of any employee, staff, or team member who will have primary responsibility for executing this Study. Please provide a statement as to the availability of staff performing all services.

ii. References

Please provide a list of three references. Two of the references must be from customers for which the proposer provided services similar to those outlined in the RFP within the past three years. One reference must be a client that is no longer an active customer of the proposer. Include the name, contact person, his/her title, address and telephone number. In addition, the City reserves the right to use itself as a reference to determine the proposer's responsiveness and responsibility, and reserves the right to call current or former clients not listed as a reference. A proposal may be rejected on the basis of one or more references reporting poor past performance by the bidder.

iii. Relevant experience

Please describe the proposer's direct experience providing consultant services similar to those described in the Scope of Work and Deliverables

E. Interview

The City will conduct interviews to determine if the proposers are responsive and responsible and if their expertise meets the needs of the City. Proposers should therefore be prepared to travel to Cambridge for this interview, which should include the Team Leader and additional key personnel who will be working on projects on a day-to-day basis. The City will not assume any travel costs related to these interviews.

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VI. Quality Requirements

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

Circle Yes or No for each of the following requirements.

1. The Consultant has managed at least three (3) energy demand modeling projects at the city-scale for public and/or private sector clients within the past ten (10) years.

YES NO

2. The Consultant has managed at least three (3) or more energy supply modeling projects at the city-scale for public and/or private sector clients within the past ten (10) years.

YES NO

3. The Consultant has completed at least three (3) evaluations of low-carbon energy technology deployment projects, at least one of which has been implemented within the past three (3) years.

YES NO

4. The Consultant has completed at least three (3) feasibility studies of city-scale energy projects, including governance, finance, and operating frameworks within the past ten (10) years.

YES NO

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

This area is intentionally left blank

VII. Comparative Evaluation Criteria

Successful proposals will include at a minimum several examples of recent city-scale energy analysis projects that have been completed, with a general outline of the tasks completed and goals achieved. Responses to this Request for Proposals will also be evaluated according to the following criteria, which are intended to assist the City in evaluating the proposer's qualifications. Responses to the following areas should be brief, yet complete.

Each responsive and responsible proposal shall be assigned a composite rating using the categories of "highly advantageous", "advantageous", or "not advantageous."

A. Energy Demand and Supply

Demonstrated experience analyzing city-scale energy demand and supply including current and future scenarios.

Highly Advantageous: To receive a highly advantageous rating the respondent shall be able to provide examples of three (3) or more completed citywide energy studies that include analysis of demand and supply under present and future conditions.

Advantageous: To receive an advantageous rating, the respondent shall be able to provide examples of completed energy demand and supply studies.

Not Advantageous: To receive a not advantageous rating, the respondent will not be able to provide examples of completed energy demand and supply studies.

B. Low Carbon Energy Technology

Demonstrated experience evaluating potential for and feasibility of renewable energy supply technologies, including solar PV, solar thermal, geothermal, waste heat, and other low-carbon energy sources.

Highly Advantageous: To receive a highly advantageous rating the respondent shall be able to provide examples of completed feasibility studies including all of the above technologies, with implementation of both electrical and thermal resources.

Advantageous: To receive an advantageous rating, the respondent shall be able to provide examples of completed feasibility studies including some of the above technologies.

Not Advantageous: To receive a not advantageous rating, the respondent will not be able to provide examples of completed feasibility studies including the above technologies.

C. [District Energy and Microgrids](#)

Demonstrated experience evaluating potential for and feasibility of district energy and microgrid systems, including low carbon energy source integration and evaluation of governance, financing, ownership and operating frameworks.

Highly Advantageous: To receive a highly advantageous rating, the respondent shall have demonstrated experience completing at least three (3) district energy studies integrating low-carbon energy sources, one (1) of which is a multi-owner district energy model.

Advantageous: To receive an advantageous rating, the respondent shall have demonstrated experience completing at least one (1) district energy study.

Not Advantageous: To receive a not advantageous rating, the respondent shall not be able to demonstrate experience in completing any district energy studies.

D. [Smart Grid Technology and Energy Storage](#)

Demonstrated experience evaluating potential for and feasibility of smart grid technology and energy storage, including demand response, grid infrastructure, and utility reform.

Highly Advantageous: To receive a highly advantageous rating the respondent shall be able to provide examples of three (3) or more completed smart grid and storage feasibility studies, as least one (1) of which has been implemented.

Advantageous: To receive an advantageous rating, the respondent shall be able to provide examples of completed smart grid and storage feasibility studies.

Not Advantageous: To receive a not advantageous rating, the respondent will not be able to provide examples of completed smart grid and storage feasibility studies.

E. [Energy Data Acquisition and Analysis](#)

Demonstrated experience working with utilities and energy stakeholders to gather information in order to develop energy infrastructure or policies.

Highly Advantageous: To receive a highly advantageous rating, the respondent shall show at least two (2) reports in which the respondent has gathered information from utilities and/or energy stakeholders within ISO-NE and performed analysis and/or feasibility studies with that information.

Advantageous: To receive an advantageous rating, the respondent shall have a demonstrated ability to gather information from utilities and energy stakeholders within the United States on projects.

Not Advantageous: To receive a not advantageous rating, the respondent shall not be able to demonstrate the ability to gather information from utilities and energy stakeholders on projects.

F. Stakeholder Analysis

Demonstrated experience with analysis of local, state, and regional energy supply and distribution policies and regulatory barriers.

Highly Advantageous: To receive a highly advantageous rating, the respondent shall have demonstrated developing at least two (2) reports providing in-depth analysis of local, state, and regional policies and regulatory barriers associated with energy supply, especially alternative and district-scale energy supply.

Advantageous: To receive an advantageous rating, the respondent shall have demonstrated developing at least one (1) report providing analysis of local, state, and regional policy and regulatory barriers associated with energy supply.

Not Advantageous: To receive a not advantageous rating, the respondent shall not be able to demonstrate an ability to provide analysis of local, state, and regional policy and regulatory barriers to energy supply.

G. Public Engagement

Demonstrated experience with public engagement around energy policy, demand, and supply topics.

Highly Advantageous: To receive a highly advantageous rating, the respondent shall have demonstrated conducting at least three (3) public meetings to communicate the findings of energy demand and supply analysis and feasibility and provide education around energy policy topics to a lay audience.

Advantageous: To receive an advantageous rating, the respondent shall have demonstrated conducting at least one (1) public meeting to communicate the findings of energy demand and supply analysis and feasibility to a lay audience.

Not Advantageous: To receive a not advantageous rating, the respondent shall not be able to demonstrate conducting public engagement around energy policy, demand, and supply topics.

H. Proposal Approach

Quality and feasibility of proposed study approach.

Highly Advantageous: To receive a highly advantageous rating, the respondent shall propose a clear, phased approach to developing a comprehensive low carbon energy supply strategy for the City that meets the goals and deliverables described herein based on the available data, within the allotted timeframes, and with a clear public engagement strategy.

Advantageous: To receive an advantageous rating, the respondent shall propose a clear approach to developing a comprehensive low carbon energy supply strategy for the City.

Not Advantageous: To receive a not advantageous rating in an interview, the respondent shall not be able to demonstrate a clear approach to developing a comprehensive low carbon energy supply strategy for the City.

I. [Interview](#)

Evaluation of an oral presentation or interview

Highly Advantageous: To receive a highly advantageous rating in an interview, the respondent shall demonstrate a high level of understanding of energy demand and supply at the city scale, and of the components of and the process of conducting the proposed energy supply strategy study.

Advantageous: To receive an advantageous rating in an interview, the respondent shall demonstrate understanding of energy demand and supply at the city scale and of the components of and the process of conducting the proposed energy supply strategy study.

Not Advantageous: To receive a not advantageous rating in an interview, the respondent shall not be able to demonstrate a moderate level of understanding of the components of and the process of conducting the proposed energy supply strategy study.

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REQUIRED SUBMISSIONS

1. Anti-collusion and Tax Compliance Certification (found on page 27)
2. Cori Compliance Form (found on p28)
3. Wage Theft Prevention Certification (found on p33 &34)

4. Price Proposal Form

The Price Proposal form can be found on page 25 & 26 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.**

This area is intentionally left blank

PRICE PROPOSAL FORM

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

The total price must be complete and include all costs, including any and all estimated expenses, associated with providing the Low Carbon Energy Supply Study in accordance with the Scope of Work, Specifications and Deliverables including all other details referenced in this Request for Proposal.

Phase 1: Analysis of current and future energy demand and supply in Cambridge to form the basis of understanding the energy needs that must be met and identify the opportunities to reduce the carbon intensity of the energy supply. Phase 1 should represent up to 60% of the work and be completed by December 31, 2016.

\$ _____
Phase One

Phase 2: Analysis of technology and policy pathways to achieving one or more future low carbon energy supply scenarios and the feasibility of these scenarios. This phase of the Study should identify specific actions that can be integrated into the Net Zero Action Plan and the Envision Cambridge city-wide plan. Phase 2 should be completed by June 30, 2017.

\$ _____
Phase Two

Total Flat Fee Phase One and Phase Two \$ _____

Total in words: _____

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

Signature of Individual submitting proposal: _____

Name of business: _____

Address of Bidder: _____

Telephone Number: _____

Email Address: _____

Price Proposal Form Continued on next page

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

() Corporation, incorporated in the State of: _____

() Partnership. Names of partners: _____

() Individual _____

THIS PRICE PROPOSAL FORM MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE MARKED "PRICE PROPOSAL – REQUEST FOR PROPOSAL FOR LOW CARBON ENERGY SUPPLY STUDY"

ANTI-COLLUSION AND TAX COMPLIANCE CERTIFICATE

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

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

Signature: _____

Name of person signing proposal: _____

Title of officer signing for firm, if applicable: _____

Name of business, of applicable: _____

Address: _____

Signature of all firm partners, if applicable: _____

THIS FORM MUST BE SUBMITTED WITH THE NON- PRICE PROPOSAL

CORI COMPLIANCE FORM

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

CERTIFICATION

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

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

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

 Signature

 (Name of Business)

NOTE:

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

Instructions for Completing CORI Compliance Form:

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

THIS FORM MUST BE SUBMITTED WITH THE NON-PRICE PROPOSAL

ORDINANCE NUMBER 1312

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

City of Cambridge

In the Year Two Thousand and Eight

AN ORDINANCE

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

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

Adding after Section 2.112.050 the following new sections:

SECTION 2.112.060

CORI SCREENING BY VENDORS OF THE CITY OF CAMBRIDGE

Sections:

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

2.112.061 Purpose

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

2.112.062 Definitions

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

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

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

2.112.063 CORI-Related Standards of the City of Cambridge

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

2.112.064 Waiver

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

2.112.065 Applicability

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

In City Council January 28, 2008.

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

Yeas 9; Nays 0; Absent 0.

Attest:- D. Margaret Drury, City Clerk.

A true copy;

ATTEST:-

D. Margaret Drury
City Clerk

City of Cambridge CORI Policy

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

record provided does not exactly match the identification information provided by the applicant, the City of Cambridge will make a determination based on a comparison of the CORI record and documents provided by the applicant. The City of Cambridge may contact CHSB and request a detailed search consistent with CHSB policy.

10. If the City of Cambridge reasonably believes the record belongs to the applicant and is accurate, then the determination of suitability for the position will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to the following:
 - (a) Relevance of the crime to the position sought;
 - (b) The nature of the work to be performed;
 - (c) Time since the conviction;
 - (d) Age of the candidate at the time of offense;
 - (e) Seriousness and specific circumstances of the offense;
 - (f) The number of offenses;
 - (g) Whether the applicant has pending charges;
 - (h) Any relevant evidence of rehabilitation or lack thereof;
 - (i) Any other relevant information, including information submitted by the candidate or requested by the City.
11. The Personnel Department will assist affected departments, in assessing the suitability of candidates in accordance with paragraph 10 a through i above, to ensure consistency, fairness, and protection of employment opportunities and the public interest.
12. The City of Cambridge will notify the applicant of the decision and the basis of the decision in a timely manner.
13. CORI information shall not be disseminated or shared with any unauthorized employees or other, but shall be maintained in confidence consistent with the obligations of law.

Revised May 5, 2007

WAGE THEFT PREVENTION CERTIFICATION

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

Instructions for this form:

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

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

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

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

OR

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

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

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

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

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

Attested hereto under the pains and penalties of perjury:

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

 Signature

 (Name of Business)

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

GENERAL TERMS AND CONDITIONS

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

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

APPENDIX A**Chapter 2.121****LIVING WAGE ORDINANCE****Sections:**

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

2.121.010 Title and Purpose.

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

2.121.020 Definitions.

For the purposes of this ordinance, the term:

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

(b) "Assistance" means:

(1) any grant, loan, tax incentive, bond financing, subsidy, or other form of assistance valued at least \$10,000 that an employer receives by or through the authority or approval of the

City of Cambridge, including, but not limited to, c. 121A tax abatements, industrial development bonds, Community Development Block Grant (CDBG) loans and grants, Enterprise Zone designations awarded after the effective date of this Chapter, and the lease of city owned land or buildings below market value; and

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

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

(c) "Beneficiary" means:

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

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

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

(e) "Covered Employee" means:

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

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

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

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

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

(i) "Service Subcontract" means a subcontract primarily for the furnishing of services, to or for a recipient of Assistance, except where services are incidental to the delivery of products,

equipment or commodities. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not a “service subcontract” for the purposes of this definition.

2.121.030 Living Wage.

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

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

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

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

2.121.040 Waivers and Exceptions.

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

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

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

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

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

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

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

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

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

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

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

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

(j) Exceptions. The following positions will be excepted from the requirement of the payment of the Living Wage upon certification in an affidavit in a form approved by the Applicable

Department and signed by a principal officer of the Covered Employer that the positions are as follows:

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

2.121.050 Notification Requirements.

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

2.121.060 Duties of Covered Employers.

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

- (1) notice of the Living Wage amount;
- (2) a summary of the provisions of this ordinance;
- (3) a description of the enforcement provisions of the ordinance;
- (4) the name, address, and phone number of a person designated by the Applicable Department to whom complaints of noncompliance with this ordinance should be directed.

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

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

- (2) a local contact name, address, and phone number for the Beneficiary;
- (3) a written commitment by the Beneficiary to pay all Covered Employees not less than the Living Wage as subject to adjustment under this ordinance and to comply with the provisions of this ordinance;
- (4) a list of Covered Employees under the contract with the employees' job titles;
- (5) a list of all subcontracts either awarded or that will be awarded to Beneficiaries with funds from the Assistance. Upon signing any subcontracts, the Covered Employer shall forward a copy of the subcontract to the Applicable Department.

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

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

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

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

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

2.121.070 Community Advisory Board.

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

implementation and enforcement of this ordinance, and to make recommendations from time to time in connection therewith.

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

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

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

2.121.080 Enforcement.

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

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

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

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

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

(2) Suspension of ongoing contract and subcontract payments;

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

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

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

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

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

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

2.121.090 Severability.

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

2.121.100 Effective Date.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX B

City of Cambridge Articles of Agreement SAMPLE

Commodity:

File Number:

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

Address:

Telephone:

Article I. Definition. "This Contract" as used herein shall mean these Articles of Agreement and "the bid documents," which include, but are not limited to, the instructions to bidders, the Contractor's bid or proposal, the specifications, the general conditions, the requirements, the applicable addenda, and all documents and forms submitted with the Contractor's bid or proposal that were accepted by the City.

Article II. Duration. The Contractor shall commence the performance of this contract for the period beginning on **xx/xx/xx** and ending on **xx/xx/xx**.

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

Contract Value:

Article IV. Payment. The City agrees to pay to Contractor the sum set forth in the Contractor's bid or proposal. **Contractor shall invoice the department to which it provided the service, not the Purchasing Department.**

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

nondiscrimination, and (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

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

Article VI. Damages. From any sums due to the Contractor for services, the City may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the City as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

Article VII. Conflict. In the event there is a conflict between these Articles and the bid documents, the bid documents shall supersede these articles.

Article VIII. Governing laws and ordinances. This Contract is made subject to all the laws of the Commonwealth and the Ordinances of the City and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void (the remainder of the Contract shall not be affected) and the laws or ordinances shall be operative in lieu thereof.

Article IX. Performance Security. Upon execution of this Contract by the Contractor, the Contractor shall furnish to the City security for the faithful performance of this Contract in the amount of **0%** of the value of the bid in the form of a performance bond issued by a surety satisfactory to the city or in the form of a certified check.

Article X. Equal Opportunity. the Contractor in the performance of all work under this contract will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental of equipment. The city may cancel, terminate or suspend the contract in whole or in part for any violation of this article.

Article XI. Assignability. the Contractor shall not assign, sell, subcontract or transfer any interest in this contract without prior written consent of the city.

In witness whereof the parties have hereto and to three other identical instruments set their hands the day and year first above written.

The City:

Richard C. Rossi
City Manager

Amy L. Witts
Purchasing Agent

Approved as to Form:

Nancy E. Glowa
City Solicitor

The Contractor:

Signature and Title