

Request for Proposals
Planning Grants for Community Benefits Funding
Deadline: Friday, February 15, 2019 – 12:00pm

I. BACKGROUND & CONTEXT

A. OVERVIEW

The City of Cambridge’s Community Benefits Advisory Committee (CBAC) is hosting a competitive grant process to disseminate the first round of Community Benefits funds, in the form of Planning Grants. **Please note that this process is not subject to M.G.L. c. 30B.** Acting on the *Guiding Principles for Community Benefits Funding* (see **Appendix A**) and the following plan for implementing the Community Benefits process outlined by the City (see **Appendix B** for Background), this process is designed to bring nonprofit organizations together in partnerships that can address all three Top Tier Needs identified in the 2017 [Community Needs Assessment](#) (see **Appendix C** for all Tiered Needs) and will benefit families with children that are low-income or in poverty, particularly those headed by a single woman (the “Target Population”). The three Top Tier Needs are:

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

CBAC is prioritizing innovative approaches for the Target Population that have the capacity to address *all* three Top Tier Needs in ways that respond to the unique needs of families, with the recognition that families may be impacted by one or more of the Top Tier Needs in different ways. Partnerships should address all three Top Tier Needs but are not required to give each Need equal weight.

CBAC will review submitted proposals, interview prospective grantees, and select up to five (5) partnerships to receive a 6-month Planning grant from the City. These 6-month Planning grants will provide selected partnerships with up to \$30,000 to formulate and hone their partnership and proposed approach, culminating in the development of a Plan for Implementation. At the completion of the Planning period, CBAC will review submitted Plans for Implementation and select up to five (5) partnerships to receive a grant for up to \$750,000 per partnership to be distributed over a 3-year Implementation period. **Grantees must participate in the Planning Phase in order to be eligible for the Implementation Phase, and receipt of a Planning grant does not guarantee receipt of an Implementation grant.**

B. GOALS

Through this process, CBAC aims to identify and support promising and innovative models for partnership that can address all three Top Tier Needs in the shorter-term and on an on-going basis. The focus on the Top Tier Needs does not preclude partnerships from addressing other needs identified in the Community Needs Assessment or including services that respond to other pressing needs among families that are part of the Target Population. Short-term goals (~3 years) for families include:

- enhanced housing stability, including enhanced connections to appropriate services that provide housing support
- enhanced economic stability, including enhanced connections to appropriate services

that provide financial support

- enhanced family well-being, including improved access to provision of mental and behavioral health supports and counseling services

Longer-term goals include:

- increased family housing stability and increased family economic stability
- enhanced child and adult resiliency
- ultimately, systems-level changes that a) increase capacity to support families around Top Tier Needs and b) advance coordination and integration among nonprofits, service providers, and other partners to deliver services

This process is also designed to inform future rounds of Community Benefits funding.

THE DEADLINE FOR APPLICATIONS IS FRIDAY, FEBRUARY 15, 2019 – 12:00pm

C. PLANNING PHASE OVERVIEW

Structure

The Community Benefits competitive grant process will occur in two phases, a 6-month Planning Phase, and a 3-year Implementation Phase. **Grantees must participate in the Planning Phase in order to be eligible for the Implementation Phase.**

Planning Grant Phase (6 months)

- Partnerships will complete and submit an application to be reviewed by CBAC members, and potentially external reviewers.
- No more than five (5) 6-month planning grants of up to \$30,000 will be awarded to eligible partnerships.
- Partnerships that receive a Planning Grant will use funds to further develop the partnership and develop a detailed Plan for Implementation that will be submitted for review at end of Planning Phase.
- Planning Grant recipients will be required to maintain ongoing communication with CBAC, including attending a kick-off meeting with other grantees. Additional meetings and/or trainings may also be required.
- Planning Grant recipients will work with CBAC Project Evaluator to refine a logic model and appropriate data collection system.
- Planning Grant recipients will meet with CBAC prior to completion of Planning Phase to review project status and overall project elements.

Anticipated Timeline

Planning Phase	
November 9, 2018	Release of Planning Grant Request for Proposals (RFP)
November 28, 2018	Convening (in-person) for potential applicants (this will include a brief overview of the RFP, a presentation on project background including demographics and issue-related data, Q & A, and networking)
January 16, 2019	Convening (webinar) for potential applicants
February 15, 2019	Planning grant proposals due to CBAC
March & April 2019	Planning grant proposals reviewed and finalists interviewed

Mid-April, 2019	Announce award(s) of no more than five (5) Planning grants of up to \$30,000 each
May – November 2019	Planning grant awardees develop Plan for Implementation

Selection Criteria

Proposals for the Planning Phase will be evaluated on:

- Clarity of vision for and overall approach of the proposed program model
- Ability to address all three Top Tier Needs in ways that respond to the unique needs of families
- Approach to equity and inclusion
- Demonstrated commitment to partnership/ collaboration
- Knowledge and experience with Target Population
- Engagement of Target Population in planning and implementation
- Capacity of Lead organization
- Initial articulation of anticipated outcomes and plan for service delivery; CBAC expects each partnership to further develop outcomes and plan for service delivery during the Planning Phase

D. IMPLEMENTATION PHASE OVERVIEW

Structure

Implementation Grant Phase (3 years)

- At the completion of the 6-month Planning Phase, grantee partnerships will submit a final Plan for Implementation to be reviewed by Community Benefits Advisory Committee members, and potentially project Evaluator and/or external reviewers.
- Partnerships that submit Plans for Implementation will be interviewed by CBAC. For partnership grantee(s) that substantially meet the criteria for Plans for Implementation yet have element(s) that may not completely fulfill CBAC’s criteria, CBAC reserves the right to provide feedback and/or supports to enable grantee(s) to revise and resubmit said element(s).
- CBAC anticipates awarding up to five (5) 3-year Implementation grants of up to \$750,000 total per grant. **Receipt of a Planning grant does not guarantee receipt of an Implementation grant.**
- Partnerships that receive an Implementation Grant will have 3 years to implement their project. Grant recipients will be required to maintain ongoing communication with CBAC, engage with the CBAC-funded project Evaluator, participate in ongoing data collection, and participate in other activities as designated by CBAC, including periodic meetings with CBAC to discuss project status.
- Year-to-year funding is contingent upon demonstration of sufficient progress toward project goals.

Anticipated Timeline

Implementation Phase (<i>tentative dates</i>)	
November 30, 2019	Planning grants expire, and Plans for Implementation submitted to CBAC
December 2019 – January 2020	Plans for Implementation reviewed, and partnerships interviewed by CBAC, evaluation team & external review committee
February 2020	Announce award(s) of up to five (5) Implementation grants
February 2020 – January 2023	Plan implementation and ongoing Evaluation work
January 2023 – December 2023	Evaluation completion

Selection Criteria

Plans for Implementation will be evaluated on:

- Articulation of learnings from Planning Phase
- Innovative approach with shared vision and potential for systems change
- Logic model, service delivery plan, and proposed outcomes and metrics
- Approach to equity and inclusion
- Community engagement and involvement of families
- Capacity and efficacy of Lead organization
- Roles and responsibilities of Lead organization and each partner, including governance
- Number of families to be served
- Implementation budget and timeline

E. FUNDING PRIORITIES

Target Population

The Target Population of this funding is families with children that are low-income or in poverty, particularly those headed by a single woman. Additionally, projects should address the following:

- Service provision to families that reflect the disproportionate representation among low-income families or individuals who identify as Black, Latinx, Asian, or are born outside the United States
- Consideration of disparate neighborhood realities, including:
 - Vulnerability related to real estate development
 - Localized high levels of poverty
 - Building on assets that are unique to each neighborhood, including the enhancement of families' relationships and social networks

CBAC defines low-income based on 2018 HUD guidelines for 50% of Annual Median Income. This table reflects the *maximum* annual earnings for families in the Target Population; families in the Target Population may earn less than the amount listed:

Household Size	Household Earnings
1	\$37,750
2	\$43,150

3	\$48,550
4	\$53,900
5	\$58,250
6	\$62,550
7	\$66,850
8	\$71,150

Geography

Eligible projects shall serve families living in Cambridge. Lead organizations shall be based in Cambridge, and partners shall deliver services in Cambridge.

Partnerships

CBAC recognizes that the Top Tier Needs represent complex and often interrelated issues and is looking for innovative approaches to the provision of services that prioritize partnership and coordination, an integration of services, and a commitment to broader engagement of the community and available resources. CBAC is seeking to fund partnerships that will use the funds to develop creative and innovative approaches that could be new and/or that enhance and add value to what partnering organizations are already doing.

Program Models

In response to the *Guiding Principles for Community Benefits Funding* (see Appendix A), CBAC is prioritizing innovative approaches for the Target Population that:

- Have the capacity to address *all* three Top Tier Needs in ways that respond to the unique needs of families, with the recognition that families may be impacted by one or more of the Top Tier Needs in different ways; partnerships may address one or two needs more strongly, while still accounting for all Top Tier need(s)
- Ensure that services and supports are sensitive and responsive to differences in race, religion, national origin, gender, gender expression, sexual orientation, physical ability, socioeconomic status, geography, language, immigration status, or other characteristics
- Tap into the expertise and experience of nonprofit providers
- Lead to change at the child, adult, and family level, and in the broader systems and structures that impact individuals and families
- Encourage creative and collaborative approaches from grantees
- Engage the community and leverage other community-based resources

It is important that partnerships expand the number of families served and/or enhance services to families already being served by partnering organizations.

Program models should aspire to ultimately address:

- Providing individualized services in accordance with the unique potentials and needs of each family, guided by a strengths-based approach and an individualized plan developed in true partnership with the family
- Ensuring that services and supports include evidence-informed and promising practices, as well as interventions supported by practice-based evidence, to ensure the effectiveness of services and improve outcomes for families and children
- Incorporating continuous accountability and quality improvement mechanisms

CBAC envisions that there will be a great deal of diversity in the *types* of partnerships and programs, the *ways* that partnerships address the three Top Tier Needs, and the *roles* that partner organizations play. CBAC has identified some examples of partnerships in other communities and contexts that may provide useful insights. **Please note: These examples may not address all Top Tier Needs that are required as part of this process, and the Committee is *not* suggesting that if applicants adopt a similar model that they will be considered more favorably.** Examples include:

- [Chelsea CONNECT](#)
 - (follow this link for media coverage of the initial launch)
<http://www.chelsearecord.com/2012/01/26/connect-program-launched-in-chelsea/>
- The Boston Foundation's [Health Starts at Home](#)

Desired Outcomes

Building on the data in the *Community Needs Assessment*, CBAC will target specific measurable goal outcomes that address the development of effective service systems and have a positive impact on the lives of children and families.

Short-Term Outcomes:

- Enhanced housing stability, including enhanced connections to appropriate services that provide housing support. (Possible outcomes include: Increase in housing stabilization for families that fall behind on rent or at risk of eviction; Increase in permanent housing for families in non-permanent housing)
- Enhanced economic stability, including enhanced connections to appropriate services that provide financial support. (Possible outcomes include: Increase in family assets and/or decrease in family debt; Increase in parent/ caregiver employment)
- Enhanced family well-being, including improved access to provision of mental and behavioral health supports and counseling services. (Possible outcomes include: Increase in early identification and treatment of children and youth for whom there is concern about possible mental health disorders or behavioral health needs; Reduction in unmet needs of families and/or children participating in the mental health service system)

Long-Term Outcomes:

- Increased housing and economic stability. (Possible examples include: Increase in annual household earnings; Decrease in percentage of income spent on housing; More families access permanent housing; More families stay in housing longer)
- Enhanced child and adult resiliency. (Possible example includes: Increase in size of social networks; Improved sense of well-being; Strengthened parenting practices and caregiver-child relationships)
- Systems-level changes. (Possible examples include: Increased capacity in the service system to support families around Top Tier Needs; Greater coordination and integration among nonprofit and public service providers; Effective local use of outcomes measurement data to inform operations and changes in the system, including sharing data between service provider systems)
- Increased community engagement. (Possible example includes: Increased individual and private funding for local nonprofits and partnerships to address Top Tier Needs)

F. APPROACH TO PROJECT EVALUATION

The Community Benefits grant process aims to elevate models that address the interconnection between all Top Tier Needs. Given that this is somewhat uncharted territory, evaluation will play an important role in the process. CBAC will engage a Project Evaluator to help partnerships refine logic models and data collection systems and carry out the evaluation process during the Implementation phase. With the support of the Evaluator, other experts, and the partnership of grantees, CBAC will refine the indicators and outcomes by which to measure success. As this is a pilot project and the long-term outcomes can take many years to surface, intermediate measurements are also critical.

Applicants will need to communicate the role of evaluation in their proposals and, should they become a grantee, actively participate in the evaluation process. CBAC may expect grantees to work with the Evaluator to get consent for the release of family and child-level data. This will include both baseline data and ongoing data throughout the course of the project.

II. PROPOSAL SUBMISSION FOR PLANNING GRANTS

A. ELIGIBILITY FOR COMMUNITY BENEFITS FUNDING

To be eligible for consideration, partnerships shall meet the following criteria:

- Have a shared vision and approach, though partner organizations may play different roles
- Make sure each partner's voice is heard and equally respected
- Be able to address all three Top Tier Needs in ways that respond to the needs of families
- Include a minimum of two partner organizations
- Share and pursue resources, with a shared commitment to achieving project goals and long-term sustainability
- Be committed to engaging families to be served in developing the Planning grant proposal and throughout Implementation; this includes a commitment to continuous feedback and facilitating and integrating family (and, as appropriate, youth) voice in: identifying and providing feedback on the types and mix of services and support that would be most helpful; program quality; and program improvement
- Partners and the services they provide should reflect and respond to the cultures, races, ethnicities, and languages of the families to be served

Lead Organizations

Each partnership must identify a Lead Organization that submits the application on behalf of the partnership. For partnerships that are funded, the Lead Organization will need to enter into a grant agreement with the City and manage sub-agreements with – including distribution of funding to – partner organizations. Additionally, Lead Organizations should:

- Be a 501(c)(3) nonprofit organization based in Cambridge and benefit/serve Cambridge families
- Have prior experience participating in partnerships
- Have administrative capacity to manage grant and partnership requirements (fiscal, staff, reporting)
- Demonstrate fiscal responsibility (submit audited financials or Form 990 and operating budgets)
- Have data collection experience and capacity or willingness to engage a data coordinator or similar requirement of grant

- Be willing to support required evaluation activities
- Be willing and able to develop equitable and inclusive partnerships
- Have capacity/ ability to act as facilitator and convener of partnering organizations (or, potentially, identify effective facilitator)
- Reflect the families or community they serve – as evidenced by demographic information about board and staff that is provided
- Provide references relevant to role as Lead Organization
- Have the ability to draft Memorandum of Understanding (MOUs) or similar with partnering organizations

NOTE: Lead Organizations may serve as the Lead on only one proposal, but may serve as Partners Organizations on more than one proposal. And organizations that are not a designated Lead may be Partner Organizations on more than one proposal.

Project Elements Eligible for Funding

During the Planning Phase, Community Benefits funds may be used for expenses related to partnership development and the development of the Plan for Implementation. These could include and are not limited to: compensation for staff time; stipends for engagement of families and/or other stakeholders; consultant/ facilitator fees; meetings; supplies.

During the Implementation Phase, Community Benefits funds may be used for activities that advance the goals identified in the Plan for Implementation and could include: salaries and benefits; stipends for engagement of families and/or other stakeholders; consultant/ facilitator fees; data collection and/or analysis; meetings; supplies; project-related travel, education and training; marketing and communication materials.

Grant funds may be used for indirect costs, however, CBAC reserves the right to place a cap on the amount or percentage of funding used for indirect costs.

NOTE: Community Benefits Funds shall not be used for:

- **Capital or infrastructure projects**
- **General organizational operating expenses**
- **Partisan, political, or religious programs**
- **Attempts to influence legislation**

B. APPLICATION PROCESS

Planning Grant Proposal Submission and Deadline

To apply, please electronically submit complete responses to this Request for Proposals no later than **12:00pm on Friday, February 15, 2019**, with the subject “**CBAC Planning Grant Proposal**”, to: communitybenefits@cambridgema.gov.

Responses should be in 12-point font, single-spaced, and not exceed 10 double-sided pages (not including Additional Documents outlined below).

Applications will be reviewed, and finalists will be interviewed by CBAC members between March 1 and April 15, 2019.

Partnerships will be notified if they have received a Planning grant in mid-April 2019. A Partnership's application for the Planning Grant must include the following to be considered complete and eligible for review:

i. Title Page

- Project title
- 250 (maximum) word abstract summarizing the proposed project
- Grant amount requested
- The partnership's Lead Organization, as well as the contact information for the person within the Lead Organization authorized to sign off on a grant agreement (Executive Director/ CEO or President) and the primary contact person for the Community Benefits project.

ii. Approach to Target Population, Partnership, Partnering Organizations, & Lead Organization. (5 Page Maximum)

For the Target Population:

- Identify and discuss the common needs, challenges, strengths, gaps and opportunities in the neighborhood(s) and among the families you intend to serve
- Describe the demographics of the families you intend to serve in terms of race/ethnicity, neighborhood, employment status, housing status, school, and/or other defining characteristics

For the Overall Partnership:

- Describe the common vision, shared values, and guiding principles of this partnership
- Describe what this partnership thinks it means to make a measurable impact on the three Top Tier Needs, and how this partnership will influence/ impact all Top Tier Needs and add value to the community
- Describe the nature of the partnership and how decisions will be made among partnering organizations
- Describe how many families each partner organization currently reaches, and how many families the partnership anticipates it could reach if funded for the Implementation Phase

For Each Partner:

- Provide the name, address, tax ID number, website and non-profit/for-profit status of each partner organization that will be involved in the Planning Phase
- Identify organizational leaders and how leadership of each partner organization will be involved in the partnership
- Describe each partner organization's past experience with partnerships
- Describe how each partner organization currently engages families it serves and how it will engage new families as part of this project
- Describe how each partner organization addresses equity and inclusion within their organization

For Lead Organizations:

- Describe past experiences in managing and/or participating in partnerships
- Describe capacity to manage, and history of managing, grants and partnership requirements (fiscal, staff, reporting)

- Describe how the organization currently maintains fiscal discipline/ internal financial controls
- Describe experience with and capacity for data collection
- Describe how organization addresses equity and inclusion within the organization
- Describe how organization represents and engages the community

NOTE: CBAC recognizes that the formation and execution of effective partnerships is a complex process. For applicants selected to receive funding for the Planning and Implementation Phases, additional partners may be added, and the composition of partnerships may change. The Plan for Implementation should identify any change in partnership composition during the Planning Phase, and provide information identified above for each new partner.

iii. Initial Plan for Program Model (2 Page Maximum)

Briefly describe the initial plan to develop and implement a program model that is consistent with CBAC's priorities of taking an innovative approach to coordination and integration of services to address all three Top Tier Needs for the Target Population that will:

- Respond to the unique needs of families
- Ensure that services and supports are sensitive and responsive to differences in race, religion, national origin, gender, gender expression, sexual orientation, physical ability, socioeconomic status, geography, language, immigration status, or other characteristics
- Tap into the expertise and experience of nonprofit providers
- Have the potential to respond to the interconnections among the Top Tier Needs
- Lead to change at the child, adult, and family level, and in the broader systems and structures that impact individuals and families
- Encourage creative and collaborative approaches from partnering organizations
- Engage/ organize/ listen to the voices of families to be served
- Engage the community and leverage other community-based resources

iv. Additional Documents (Does not count against word/ page limit). Only the information that is identified in each of the sections below may be provided as attachments.

- Planning Phase Budget:** Each proposal must be accompanied by summary expense budget for the Planning Phase. Please describe the distribution of Planning grant funding between partner organizations, if applicable
- Lead Organization Information:** Board of Directors – Names and Demographics
- Lead Organization Information:** Organizational/ Staff Chart – Names, Roles, and Demographics
- Lead Organization Information:** IRS Exemption Letter
- Lead Organization Information:** Most recent Form 990 or most recent audited financial statements and operating budgets
- Letter of Affirmation:** Each partner should sign to indicate their involvement in the development of and support for the Application

v. Supports for Potential Applicants

- Clarifying questions regarding the RFP may be addressed to Elizabeth Unger, Purchasing Agent, City of Cambridge (email: purchasing@cambridgema.gov) or submitted at scheduled Informational Sessions. (see below)
- CBAC will publish all questions it receives and a response to each on a rolling basis on our webpage (<https://www.cambridgema.gov/communitybenefits>), **until 8:00pm on Monday, February 11, 2019**. Applicants are responsible for maintaining up to date knowledge of these responses
- CBAC will host an in-person Informational Session on **Wednesday, November 28, 2018**. This will include a brief overview of the RFP, a presentation on project background including demographics and issue-related data, Q & A, and networking.

III. OTHER PROGRAM REQUIREMENTS

In order to receive a Planning Grant and Implementation Grant, Lead Organizations must adhere to the following requirements. These requirements will be set out in a grant agreement between the City and the Lead Organization (below referred to as “The Agency”).

- 1. Program Participation:** The Agency shall not, on the grounds of race, color, national origin, familial status, handicap, sex, or belief exclude any person from participation in the program, subject any person to discrimination through this program or deny any person the benefits of this program.
- 2. Employment:** The Agency shall not discriminate against any person on the basis of race, color, national origin, familial status, handicap, sex or belief in any phase of employment during the performance of any activities related to the administration and implementation of this contract.
- 3. Americans with Disabilities Act, Tax Compliance, and Anti-Collusion:** The Agency certifies to the City that it understands and will comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973 (Sec. 504), and with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support. (M.G.L. c. 62C, §49A). **Attachment A: Americans with Disabilities, Tax Compliance/Anti-Collusion Statement.**
- 4. Conflict of Interest:** The Agency certifies that neither it nor any member of its governing body presently has nor shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this contract. The Agency also agrees that in the performance of this contract, no person with such an interest shall be employed, shall become a contractor, nor shall be appointed as a member of its governing body. The Agency further covenants that no member of its governing body, staff, or subcontractors shall possess any interest in or use their position for a purpose that is, or gives the appearance of being motivated by, desire for private gain for themselves or those with whom they have family, business or other ties.

5. **Living Wage:** Any agency receiving a contract with the City of \$10,000 or more is subject to the Living Wage Ordinance. In accordance with the Cambridge Living Wage Ordinance, the Agency certifies that any person employed by the Agency (or by an independent contractor doing business with the Agency) who would directly expend any of his or her time on the activities funded by this contract shall be paid a “living wage” that shall be no less than **\$15.64** per hour, subject to annual upward adjustment to account for inflation. The Agency shall review the Living Wage Ordinance (Chapter 2.121 of the Cambridge Municipal Code) to assure that it is in compliance with the Ordinance. The Agency shall provide each covered employee with a fact sheet about the Living Wage Ordinance and shall post a notice about the ordinance in a conspicuous location visible to all employees. Please refer to **Attachment B: Living Wage Ordinance** for more information.
6. **Wage Theft Prevention:** Pursuant to Executive Order 2016-1, the City of Cambridge established requirements for City contracts to prevent wage theft. Prospective vendors must provide certifications or disclosures with their bids/proposals. Failure to provide the following shall result in rejection of the bid/proposal. Please refer to **Attachment C: Wage Theft Prevention** for more information.
7. **Criminal Offender Record Information (CORI) Screening Practices:** The Agency hereby agrees to be bound by all applicable provisions of City Ordinance Number 1312, Sections 2.112.061 through 2.112.065, 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. The Agency agrees to complete the CORI Compliance Form attached hereto as **Attachment D: CORI Compliance Form** and made a part hereof.
8. **Certificate of Authority – Partnership:** The Lead Organization must submit **Attachment E: Certificate of Authority – Partnership** to ensure that the individual signing this contract is authorized enter into a contract with the City of Cambridge, on behalf of the Partnership.
9. **Attachment F: General Terms & Conditions**

IV. APPENDICES

Appendix A.

Guiding Principles for Community Benefits Funding

Frame Needs Thoughtfully

1. Fund programs or services that directly benefit Cambridge residents.
2. Emphasize funding priorities established by the City Council informed by the outcomes of the needs assessment.
3. Prioritize support for vulnerable and underserved populations.
4. Consider neighborhood(s) impacted by development projects.
5. Consider other public resources allocated to a neighborhood in order to better understand unmet needs.

Build on Existing Assets and Programs

6. Promote awareness of and connection to existing programs and services.
7. Prioritize approaches that leverage other private and public resources.
8. Encourage an asset-based approach that recognizes and builds on the resilience of Cambridge residents and communities.

Promote Holistic Approaches, Innovation and Collaboration

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

Simplify the Application Process

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

Appendix B.

Background

Since 2010, over \$20 million in mitigation funds designated for community benefits purposes have been pledged to the City of Cambridge (the “City”) through zoning amendments and agreements, of which \$7.4 million has been received by the City to date. Upon completion of various stages of development, additional monies will be deposited into the *Community Benefits Fund* to further assist in the expansion of services to better address the unmet needs of Cambridge residents. A timeframe for these additional funds is not known at this time.

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

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

The full list of members and additional information and resources are available at: <https://www.cambridgema.gov/communitybenefits>.

Appendix C.

Tiered Needs

The full Community Needs Assessment is available [here](#).

Top Tier Needs

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

Middle Tier Needs

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

Lower Tier Needs

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

Appendix D.

Glossary of Terms

Family Well-Being

Family well-being occurs when all family members are safe, healthy, and have chances for educational advancement and economic mobility. Support services such as early care and education, housing and food assistance, and physical and mental health care positively contribute to the well-being of families and their children. When families face challenges that cause stress, including poverty and homelessness, their health and wellness can be negatively impacted. Engaging families as active participants in problem-solving and goal-setting can help them identify and use their own strengths to address the challenges they face. When families are healthy, safe, and economically stable, their children's health and well-being can thrive.

Source: <https://eclkc.ohs.acf.hhs.gov/family-support-well-being>

Innovation

At the Rockefeller Foundation, we define innovation as a break from previous practice, occurring when different points of view or existing practices are framed, imagined, or combined in new ways. Innovation succeeds when it creates new pathways for solving entrenched social problems, resulting in lasting transformation of the systems that most affect vulnerable populations and leave stronger social relationships in their wake.

Source: https://ssir.org/articles/entry/innovation_for_the_next_100_years

Social innovations are new solutions (products, services, models, markets, processes etc.) that simultaneously meet a social need (more effectively than existing solutions) and lead to new or improved capabilities and relationships and better use of assets and resources. In other words, social innovations are both good for society and enhance society's capacity to act.

Source: <https://youngfoundation.org/wp-content/uploads/2012/12/TEPSIE.D1.1.Report.DefiningSocialInnovation.Part-1-defining-social-innovation.pdf>

Resiliency

The concept of resiliency – which the Committee defines as the capacity of individuals and families to respond to or cope with adversities and barriers caused by social, economic, political, and environmental factors – has been integrated into this proposed framework for community benefits funding. As recommended in the Community Needs Assessment, by addressing unmet needs and service gaps through a strengths-based approach, one that recognizes and builds on the capital that already exists in the Cambridge ecosystem, we can better assist in strengthening the resilience of Cambridge residents and communities. This approach provides an opportunity to build future capacity through a unique point of intervention that targets families with children whose immediate capacity to respond to and cope with adversities and barriers are primarily impacted by affordable housing and homelessness, behavioral health (mental health and substance abuse), and financial insecurity.

The Committee's proposed framework includes short- and long-term goals that respond to two critical levels of capacity needed to build and sustain resiliency. The first level of capacity addresses the coping measures that families use to overcome immediate threats through resources that are directly available. This aligns the with Committee's expressed short-term goal of enhancing housing and economic stability, family well-being, and connecting individuals with supporting services unique to their needs. The second level of capacity refers to the adaptive measures that families employ to learn from past experiences, anticipate future risks, and adjust their livelihoods accordingly. By realizing a more permanent, self-sustaining level of housing and economic stability, families can be in a better position to build on their own welfare and resiliency, and that of their community.

Vulnerable

Social vulnerability is the result of social factors that create a lack of capacity or capability to prepare for, response to, and recover from emergencies. Social vulnerability includes people who are more likely to suffer disproportionately because of their existing social circumstances such as those associated with age, gender, race, medical illness, ability, literacy, and English proficiency, and social isolation. Their circumstances increase the likelihood of social isolation, which is a lack of engagement in social ties, institutional connections, or community participation.

Source: <https://www.sciencedirect.com/science/article/pii/S2212420914001198#bib49>

Attachment A: ADA, Tax Compliance/Anti-Collusion Statement

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

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

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

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

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

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

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

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

Date: _____

(Print Name of person signing bid)

(Signature & Title)

ORDINANCE NUMBER 1376

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

City of Cambridge

In the Year Two Thousand and Fifteen

AN ORDINANCE

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

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

Chapter 2.121

LIVING WAGE ORDINANCE Sections:

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

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

2.121.020 Definitions.

For the purposes of this ordinance, the term:

(a) "Applicable Department" means the Personnel Department for employees of the City of Cambridge, the Purchasing Department, with the advice and assistance of the appropriate

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

(b) "Assistance" means:

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

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

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

(c) "Beneficiary" means:

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

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

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

(e) "Covered Employee" means:

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

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

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

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

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

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

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

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

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

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

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

2.121.030 Living Wage.

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

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

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

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

2.121.040 “Standard Compensation”

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(v) “Standard Benefits” for Covered Building Service Employees other than for security guards shall be an hourly supplement furnished by a Covered Building Service Employer to a Covered Building Service Employee in one of the following ways: (1) in the form of health and other benefits (not including paid leave) that cost the Covered Building Service Employer the entire

required hourly supplemental amount; (2) by providing a portion of the required hourly supplement in the form of health and other benefits (not including paid leave) and the balance in cash; or (3) by providing the entire supplement in cash. The required hourly supplemental rate shall be equal to the greatest of the following: (1) the monetary value of the health and other benefits (not including paid leave) provided under the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 27H of chapter 149 of the General Laws of Massachusetts; or (2) twenty percent (20%) of the standard hourly rate of pay.

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

(viii) For the purposes of this section, "benefits" shall not include workers compensation or other legally mandated insurance, nor shall it include the value of any benefit for which the Covered Building Service Employee is eligible, but for which no payment is actually made by a Covered Building Service Employer to the Covered Building Service Employee or to any other party on the Covered Building Service Employee's behalf, because the Covered Building Service Employee either does not actually utilize or does not elect to receive the benefit for any reason

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

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

2.121.050 Waivers and Exceptions.

(a) Waivers. A Covered Employer may request that the City Manager grant a partial or whole waiver to the requirements of this Chapter. There shall be no waivers or exceptions made with respect to the Standard Compensation for Covered Building Service Employees.

(b) General Waivers. Waivers may be granted where application of this Chapter to

a particular form of Assistance is found by the City Solicitor to violate a specific state or federal statutory, regulatory or constitutional provision or provisions, and the City Manager approves the waiver on that basis.

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

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

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

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

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

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

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

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

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

(h) Community Advisory Board review and recommendation regarding waiver requests. The Community Advisory Board, as described in Section 2.121.070 of this ordinance, shall consider waiver requests along with their supporting documentation and analysis, and may hold a public hearing to consider the views of the public before making a recommendation to the

City Manager regarding the waiver request. For a hardship waiver, the Community Advisory Board shall offer an opportunity to be heard to employees of the Covered Employer. After reviewing the recommendation of the Community Advisory Board, the City Manager may approve and grant or deny all or part of a request. The City Manager may in his or her discretion grant a temporary hardship waiver pending the hearing before the Community Advisory Board. For Chapter 30B contract waivers, the Community Advisory Board shall make its recommendation to the City Manager no more than thirty days after it is notified of the request for a Chapter 30B contract waiver.

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

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

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

(2) work-study or cooperative educational programs;

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

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

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

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

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

2.121.060 Notification Requirements.

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

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

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

2.121.070 Duties of Covered Employers.

(a) Notification Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

If at any time the successor Covered Building Service Contractor determines that fewer employees are required to perform the new service contract than had been performing such services under the terminated contract, the successor Covered Building Service Contractor shall retain the employees by seniority within job classification. Except for such layoffs, during the 90-day transition period, the successor Covered Building Service Contractor shall not discharge without cause an employee. During the 90-day transition period, the successor Covered Building Service Contractor shall maintain a preferential hiring list of those employees not retained from which the successor contractor or its subcontractors shall hire additional employees.

2.121.080 Community Advisory Board.

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

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

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

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

2.121.090 Enforcement.

(a) Enforcement powers. In order to enforce this Chapter, the Applicable Department may, with the approval and assistance of the City Solicitor, issue subpoenas, compel the attendance and testimony of witnesses and production of books, papers, records, and documents relating to payroll records necessary for hearing, investigations, and proceedings. In case of failure to comply

with a subpoena, the City may apply to a court of appropriate jurisdiction for an order requiring the attendance and testimony of witnesses and the productions of books, papers, records, and documents. Said court, in the case of a refusal to comply with any such subpoena, after notice to the person subpoenaed, and upon finding that the attendance or testimony of such witnesses or the production of such books, papers, records, and documents, as the case may be, is relevant or necessary for such hearings, investigation, or proceedings, may issue an order requiring the attendance or testimony of such witnesses or the production of such documents and any violation of the court's order may be punishable by the court as contempt thereof.

(b) Complaint procedures. An

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

Statements

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

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

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

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

(2) Suspension of ongoing contract and subcontract payments;

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

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

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

of this chapter.

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

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

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

2.121.100 Severability.

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

2.121.110 Effective Date.

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

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

A true copy;

ATTEST:-

Donna P. Lopez
City Clerk

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WAGE THEFT PREVENTION CERTIFICATION

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

Instructions for this form:

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

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

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

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

OR

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

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

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

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

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

Attested hereto under the pains and penalties of perjury:

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

Signature

(Name of Business)

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

CORI COMPLIANCE FORM

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

CERTIFICATION

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

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

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

Signature

(Name of Business)

NOTE:

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

Instructions for Completing CORI Compliance Form:

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

This form must be submitted with your bid

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

Attachment E: Certificate of Authority – Partnership

Certificate of Authority

This document hereby certifies that, _____, the _____
of this Partnership _____, is hereby authorized and empowered to make,
enter into, sign, seal , and deliver on behalf of the Partnership, a contract for
_____ with the City of Cambridge.

Approved by;

Signature: _____

Title: _____

Attest:

Attachment F: General Terms & Conditions

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.