

RFP

Facilities Management Services

Nonprofit Social Service Office

FOR 93-99 BISHOP ALLEN DRIVE, CAMBRIDGE, MA 02139

Proposals will be received at the Cambridge Redevelopment Authority, 255 Main Street, 8th Floor, Cambridge, Massachusetts 02142 until **4:00 p.m. on Friday February 6, 2020** for furnishing the following to the Cambridge Redevelopment Authority (CRA):

The Cambridge Redevelopment Authority is seeking proposals from qualified facilities management firms or independent contractors to provide facilities and property management services for the maintenance and operations of 93-99 Bishop Allen Drive (the “Property”), a converted brick townhouse structure utilized by nonprofit community service providers.

Copies of the Request for Proposals may be downloaded from the CRA website at: www.CambridgeRedevelopment.org/jobs-contracting on and after **January 13, 2020**.

The successful respondent (the “Contractor”) must be an Equal Opportunity Employer.

The CRA adheres to the City of Cambridge’s commitments to contracting and sub-contracting to Minority and Women Owned Business. The CRA reserves the right to reject any or all proposals, waive any minor informality in the proposal process, and accept the proposal deemed to be in the best interest of the CRA.

Interested bidders (Respondents) are invited to a site inspection on **January 23, 2020, at 11:00 am**. You are encouraged to register for the tour by emailing Carlos Peralta at Cperalta@CambridgeRedevelopment.org

One original hard copy and two (2) additional copies of the proposal and **one electronic copy** marked “CRA RFP, Facilities Management Services, Bishop Allen Drive” must be received by Carlos Peralta, Project Manager, Cambridge Redevelopment Authority, 255 Main Street, 8th Floor, Cambridge, MA 02142 **prior to 4:00 p.m., on Friday, February 6, 2020**. Failure to submit the electronic copy will automatically result in rejection.

Any proposals received after such time will not be accepted, unless the required submission date and time has been changed by addendum. Delivery to any other office or department does not constitute compliance with this paragraph, unless the proposals are received by the CRA by the established deadline. It is the responsibility of the applicant to assure proper and timely delivery.

1. CONTEXT

The CRA recently purchased the building at 93-99 Bishop Allen Drive (the “Property”) in the Central Square neighborhood of Cambridge, Massachusetts. The Property is a brick, four-story building located on the corner of Bishop Allen Drive and Essex Street. It was built in 1855 and has approximately 19,500 gross square feet. The Property is home to eleven Cambridge-based non-profit organizations that offer vital services to Cambridge residents. See Appendix B

In the next year, the CRA will conduct approximately \$2 million in improvements to the building. It is expected that tenants will largely stay in place during renovations, although some may swing into alternate spaces for short periods of time. Renovations will include improvements or replacement of bathrooms, elevator, entryways, HVAC system and fire safety systems, as well as improving the overall efficiency of the layout in order to maximize space. Detailed renovation plans and timelines are expected to be finalized by late spring 2020.

The CRA's plans is to explore the creation of a broader center for mission-oriented organizations in the building, which would provide amenities beyond just affordable office and program space for nonprofits located in the building, as well as potential resources for other nonprofits throughout Cambridge. Shared building amenities could include: collective internet services, shared copying; shared meeting rooms; shared back office services such as IT support; and sponsored trainings, nonprofit peer learning sessions or other events that enhance nonprofits' capacity to provide their programs

The RFP is being issued consistent with the CRA's Procurement Policy, and the requirements for services procurements set forth in M.G.L. Chapter 30B. Respondents will compete for designation as the Facilities Manager (the “Contractor”), based on the strength of their experience and of proposals demonstrating the ability to provide suitable property management functions during operations and throughout the renovation phases of the Property.

2. PROPOSAL SUBMISSION GUIDELINES

In order to qualify for the work on this project, Respondents must submit all information requested in the RFP. Three hard copies and one electronic version must be received by 4:00pm on **February 6, 2020**. Hard copies must be received by the CRA at 255 Main Street – 8th Floor, Cambridge, MA. The electronic version can be emailed to Carlos Peralta at cperalta@cambridgeredevelopment.org or provided on a thumb drive. The response will be opened and assessed by the CRA staff only. Once opened, responses may be disclosed to the extent required by applicable public records laws after the procurement process is complete.

All proposals will remain in effect for at least 60 days from submittal. The CRA has the sole discretion to: (a) reject any and all proposals, and (b) negotiate the modification of any and all proposals with any Respondent in whatever manner it deems is in its best interests. There is no guarantee, either expressed or implied, that an award of a contract will be made to any firm.

The CRA is not liable for any cost incurred by the Respondents in the preparation of Proposals.

3. CONTRACTOR INFORMATION

The CRA may request additional information in support of proposals. This may include additional managerial and financial information, or evidence of technical capacity from the Respondents.

4. SITE INSPECTION

Before submitting a proposal, each Respondent shall have the opportunity to examine the Property to fully understand the conditions that may affect the work proposed. A site inspection of the Property has been established for the date of **January 23, 2020** at 11:00am. All prospective Respondents are invited to meet at

the Property at this time. Each Respondent will be allowed to submit questions in writing and will be provided with property information if available within the dates specified above.

Participation in the site inspection is not required. However, failure to inspect the Property in no way relieves the Respondents from the necessity of furnishing any requested materials and/or performing labor necessary for the satisfactory completion of facilities management services.

5. DURATION OF AGREEMENT

The full maintenance Contract shall be a three-year (3) term beginning on or around **July 1, 2020** (the "Initial Term"). The Contract will provide for an initial, pre-operational time period for the Contractor to provide advisory services related to the design of improvements and operational planning as needed. At any time during the Contract, either the CRA or the Contractor may terminate the Contract by providing sixty (60) day prior written notice to the other. Termination shall be effective on the last day of the calendar month that occurs sixty (60) days after the date of such termination notice.

6. SCOPE OF WORK (FACILITIES MANAGEMENT SERVICES)

The Contractor shall furnish all labor, equipment, tools, services, and skills required to maintain the Property's exterior and interior in functional condition throughout the Contract. All services shall be carried out by, or under the supervision of, trained service technician(s) at all times. In the event that any aspect of the Contract requires immediate or emergency attention, the Contractor shall be available to respond to a call from the CRA or building tenants within twenty-four (24) hours.

The Contractor warrants to the CRA that all labor performed and materials furnished by Contractor shall be in accordance with the best professional practice and consistent with the duty of care owed to the CRA. The Contractor shall develop a schedule for maintaining the health and appearance of the Property's interior and exterior spaces in high-quality manner as determined by the CRA.

The CRA shall work with the Contractor to further refine the scope during the negotiation phase of the final contract. However, the initial scope of work will observe elements of the following:

Maintenance and Repairs: The Contractor will keep the interior and exterior of the Property in a safe, clean and sightly condition, make or perform (or cause to be performed) all cleaning, maintenance and repairs for the proper operation of the Property, and for the fulfillment of the CRA obligations in accordance with the current and future leases at the Property. This includes cleaning, maintaining and repairing as necessary all common areas, external grounds, office spaces and shared community spaces, co-working areas, meeting rooms, offices and an external parking surface.

The Contractor will ensure maintenance and upkeep of all building systems including HVAC, plumbing, electrical, other systems.

The Contractor will employ a system to allow tenants to communicate with the property manager about maintenance and other needs through the use of technology such as email, text messaging, and/or other software.

Service Contracts: The Contractor may make contracts on behalf of the CRA for waste disposal, extermination, cleaning, painting, and other services as necessary, provided that entering into such contracts ensures that all work completed is within the annual property management budget agreed upon between the Contractor and the CRA. An exception may be made for snow removal, as the CRA currently holds the contract for this service for this site.

Rent Collection: The Contractor will collect monthly rental fees from all tenants and will collect parking fees from some tenants as relevant. Nonprofit organizations will account for nearly all of the rentable square footage of the property.

Technical Advice to Inform Renovations: The Contractor will provide professional advice to help inform plans and designs for the renovation project that the CRA will undertake at the property. This may include advising on suitable locations for waste storage, HVAC system operations, security and building access, and other issues.

Reporting: The Contractor shall provide the CRA with detailed information on property management at least monthly. This may be provided in a monthly static report or via an online portal that the CRA can access in order to view a range of data points. The types of data needed and format for the report will be developed during the refinement of the scope. At a minimum, the report will include total rents collected by tenant; total security deposits held and any accrued interest; bills paid for standing contracts or services; maintenance requests made by tenants; completion and cost of all repairs or maintenance performed; upcoming scheduled maintenance as required by certain building systems; maintenance or property management issues needing attention; the plan to address the issues; and updates on any prior issues that have been addressed. The Contractor will be available, as needed, to meet with the CRA regarding infrequent issues that require additional attention.

Relationship Building: The Contractor will help facilitate a positive working relationship between and among the building's tenants, the Contractor, and the CRA. Through exceptional customer service, the Contractor will become a trusted representative of the CRA to the tenants and will help ensure that the property is both safe and welcoming for members of the public.

Other: The CRA plans to consider how the property may evolve over time into a share service center for mission-oriented organizations, which may include amenities for groups located in the building (such as shared IT services, shared internet services, peer learning gatherings, shared meeting rooms) and for organizations not located in the building (such as trainings, and access to meeting rooms, copier, and/or a mailing address). As relevant, the Consultant may help the CRA define and implement this program.

NOTE: Closely parallel to this selection process, the CRA is conducting a procurement process for a construction manager that will represent the CRA during the redevelopment of the property. The selected facilities management team is expected to work closely with the construction manager during the construction process. The construction manager will also need to work closely with the selected facilities management firm to coordinate with contractors during construction to accommodate the programmatic needs of the existing tenants to the maximum extent possible, balancing the goals of minimizing tenant impact and controlling construction project cost.

7. QUALIFICATION AND EXPERIENCE

The scope of work shall be performed by an entity that is experienced in property management. The preferred Respondent will have facility management experience in buildings that:

- Are occupied by organizations providing social services or education to low-income residents, people with disabilities, youth, and/or other populations,
- Have multiple tenants conducting a range of different activities,
- Are regularly accessed by members of the public, and
- May include shared space and/or flexible-use spaces.

By submitting the proposal, the Contractor certifies that it is qualified as per the following characteristics:

1. Capable of undertaking all activities outlined in the Scope of Work section in this RFP.
2. Maintains a permanent place of business within Massachusetts, with a minimum of five (5) years in business.
3. Has undertaken within the past two (2) years a minimum of three (3) management projects of similar nature and scope to the Work being proposed and the type of work completed is similar to that being proposed.

4. Can demonstrate the ability to provide high quality property management for properties that are: mission-focused, provide public access to social services, civic, educational or other programming, and/or include shared or flexible use space.
5. Has access to all necessary staff, equipment, organizational capacity, and technical competence necessary to do the Work properly and expeditiously.

8. SUBMISSION REQUIREMENTS

In order to qualify for the work on this project, Respondents must submit all information requested in the following pages. Proposals must adhere to the general format and content of this RFP and the forms below. Proposals will not be evaluated unless all information requested is submitted in a complete package. The information set forth is the minimum required to qualify for consideration.

The purpose of information requested in this section is to assist the CRA in evaluating the Respondents overall qualifications for this project. Respondents should provide the information requested under each section, in a brief, yet complete form. The evaluations will be based on the qualifications of the Respondents. The CRA will award a contract to the firm or organizations offering the most advantageous proposal, taking into consideration all evaluation criteria, as well as billing rates. Finalists will be required to appear for an interview.

Respondents are required to submit the following information:

Please provide three (3) hard copies of your submission **and** an electronic version, which can be emailed or provided via thumb drive. The electronic version should be no larger than 10MB.

Hard copies must be delivered or mailed to the CRA at 255 Main Street, 8th Floor Cambridge, MA 02142. The electronic version may be delivered or mailed via thumb drive, or emailed to: cperalta@cambridgeredevelopment.org.

All components of all submissions must be received by the CRA no later than 4:00 pm on February 6, 2020.

Part 1: Company Overview

Provide a brief history of the Respondent's experience in providing property management of commercial buildings. Include information on number of current accounts, years in business, and number of staff. Provide evidence that the individual or company has a minimum of five (5) years of successful business experience performing property management services.

The CRA is particularly interested in understanding the Respondent's experience with buildings with any combination of the following characteristics: occupied by organizations providing social services or education to low-income residents, providing universal access to people with disabilities, having multiple tenants conducting a range of different activities, require regular public access into office spaces, hosting shared co-working space and/or flexible-use spaces. If your firm has provided or otherwise supported building amenities that the Property may provide in support of nonprofit organizations, as described earlier in the RFP, please include that information.

Part 2: Property Management Personnel & References

- a. Provide a list of up to three (3) current or former property management client(s) for comparably occupied building(s). Please include the following:

- Name and address of the organization
 - Name and title of client contact
 - Telephone number of client contact
 - Monthly contracted amount or another fee structure
 - Date that service began, and reason for termination (if applicable).
- b. Describe your experience in providing services for public buildings or facilities associated with human services providers.
- c. Provide resumes for the proposed site manager and key property management staff. Resumes should include education, experience, specific professional accomplishments and any special qualifications. Describe the wage range for your employees.

Part 3: Program Implementation

- a. Provide a proposed property management plan. Include information on:
- System(s) you would employ to allow tenant to report maintenance issues, and to provide the CRA with property data in an ongoing basis.
 - Which functions would be provided by your firm directly and which functions would be provided by subcontractors. For each function proposed to be provided by a subcontractor, please give a brief explanation for why that function would be subcontracted, and list the subcontractor expected to be engaged (if known) and why they were engaged.
 - Your method for managing custodial services and for support of systems such as HVAC, audio visual, electrical and plumbing.
 - Approach to environmental sustainability particularly energy efficiency, waste management and indoor air quality.
 - Any training provided to your staff that will assist them in managing interactions with members of the public who will frequent the building and/or with the nonprofit tenants who will be located there and with the CRA?
 - How you would address any other property management concerns.
- b. Describe the efforts your firm will take to hire and retain women and people of color to serve property management functions at all levels for the Property, including in senior management and organizational leadership roles at your company, and/or contracting with female / minority owned business for subcontract work.

Part 4: Fees

- a. Describe your fees and method of billing for contract services. Provide a description of all anticipated fees expected for conducting property management on a monthly and annual basis.
- b. Describe any circumstances you foresee that might lead to additional billing for staffing or other needs.
- c. Attach a conceptual budget for management of the Property based on your understanding of the scope outlined in this RFP. Successful respondents and sub-consultants must conform with the City of Cambridge's Living Wage Ordinance. The 2019 minimum living wage is \$16.15 an hour (2020 rate; may be increased, see Appendix E).

While the fee proposal is used to evaluate proposals, the CRA anticipates some adjustments to the contract requirements as physical changes are made to the property and that the property management costs will be adjusted accordingly. The CRA is, by law, exempt from paying state and local taxes. Proposals are to exclude all applicable sales tax.

9. SELECTION CRITERIA

The CRA has determined that the selection of the most advantageous proposal requires comparison of factors in addition to price, because of the mission-based nature of the Property, and the variety of tenants. CRA Staff will evaluate each RFP response in order to choose any number of finalists to invite for interviews. The final selection will be made after considering the extent to which each respondent aligns with the qualifications and experience section of the RFP as well as with the scoring chart that follows in this section. *See Respondent Scoring Chart below.*

	Highly Advantageous	Advantageous	Non-Advantageous
Relevance and Quality of Previous Similar Work	<p>Respondent's previous experience is <i>strongly relevant</i> to the needs of the Property and represent a high level of performance in property management of buildings of similar age and characteristics.</p> <p>The Respondents has managed a multi-tenant building that provides social or education services that are accessed by the public. Respondent has experience that includes some shared office spaces or facilities.</p>	<p>Respondent's previous experience is <i>generally relevant</i> to the needs of the Property and represent a satisfactory level of achievement in property management best practices relevant to the scope herein.</p> <p>The Respondent has managed a building with non-profit tenants that provide social services or education programs accessed by the public.</p>	<p>Respondent's previous experience has <i>little relevance</i> to the needs of the Property and demonstrates limited achievement in implementation of property management best practices relevant to the scope herein.</p> <p>The Respondents has not managed a building with tenants that provide social services or education, or managed a facility that is accessed by the public.</p>
Experience and Qualification of Firm & Personnel	<p>The personnel assigned to the project, particularly the lead personnel for the property management, <i>have extensive and well-rounded experience</i> providing property management functions in similar projects.</p>	<p>The personnel assigned to the project, particularly the lead personnel for the property management, <i>have experience</i> providing property management functions in similar projects</p>	<p>The personnel assigned to the project, <i>have little to zero experience</i> providing property management functions in similar projects.</p>
	Highly Advantageous	Advantageous	Non-Advantageous
Capacity	<p>The project team appears to have <i>strong</i> local capacity to undertake this project based on the timeline outlined in the scope.</p>	<p>The project team appears to have <i>adequate</i> local capacity to undertake this project based on the timeline outlined in the scope.</p>	<p>The project team appears to have <i>little</i> local capacity to undertake this project based on the timeline outlined in the scope.</p>
	Highly Advantageous	Advantageous	Non-Advantageous
Fees	<p>The proposed <i>fees are reasonable</i> for the work proposed, and competitive as compared to other finalists and their proposed work.</p>	<p>The proposed <i>fees are moderately reasonable</i> for the work proposed, and largely competitive as compared to other finalists and their proposed work.</p>	<p>The proposed <i>fees are significantly higher or lower</i> than expected for the work proposed, and differ significantly from other finalists' estimates for comparable work.</p>

11. MISCELLANEOUS PROVISIONS

LIVING WAGE ORDINANCE

All employees of the Respondents and their sub-consultants must be compensated in accordance with the Living Wage Ordinance of the City of Cambridge. See Appendix E.

ARBITRATION

Unless otherwise stipulated herein, all claims, disputes, and other matters in question, arising out of this Agreement, between the parties to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining. No arbitration, arising out of or relating to this Agreement, shall include, by consolidation, joinder or any other manner, any additional person or a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the Respondents, the CRA and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties hereto shall be specifically enforceable under the prevailing arbitration law.

Notice of demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

CONFLICT OF LAWS, ASSIGNMENT & INTEGRATION CLAUSES

Unless otherwise specified, this Agreement shall be governed by the law of the City of Cambridge and the Commonwealth of Massachusetts.

The Respondents, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party with respect to all covenants of the Agreement. Neither the Owner nor the Respondent shall assign, sublet, or transfer any interest in the Agreement without the written consent of the other.

The Agreement will represent the entire and integrated Agreement between the Owner and the Respondents and supersedes all prior negotiation, representations, or agreements; either written or oral. The Agreement may be amended only by written instrument signed by both the Owner and the Respondents.

APPENDICES

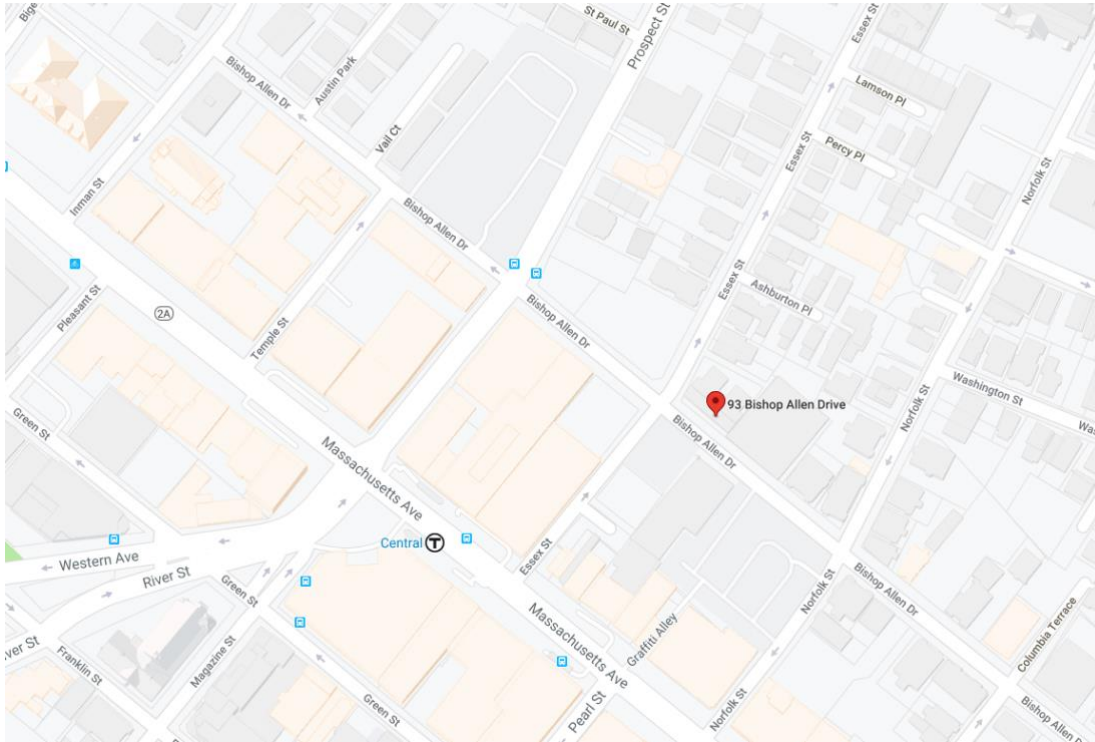
- A. Photos and Map of 93 – 99 Bishop Allen Drive
- B. List of Existing Tenants of 93 – 99 Bishop Allen Drive
- C. Insurance Requirements
- D. Non-Collusion, Non-Discrimination, Tax/Employment Statements
- E. City of Cambridge Living Wage Ordinance

APPENDIX A: PHOTOS AND MAP OF SITE AT 93-99 BISHOP ALLEN DRIVE



93-99 Bishop Allen Drive, 2019

Map of 93-99 Bishop Allen Drive, Cambridge



APPENDIX B: LIST OF EXISTING TENANTS

Algebra Project & Young People's Project:

- School-based and after school program provider

Boston Area Rape Crisis Center (BARCC):

- Provides services for survivors of sexual violence

Cambridge Camping:

- Summer program provider for low -income and special needs Cambridge youth

Cambridge Community Foundation (CCF):

- Organization that provides funding and other supports for local nonprofits

Enroot:

- Provides services to enable immigrant youth to achieve academic, career, and personal success

Next Step Fund: art and music therapy, mentorship, and social engagement for youth with chronic illness and disease

- Provides therapy in the forms of art and music, and social engagement to youth with chronic illnesses and disease

Sustainable Business Network (SBN)*: support for small, locally owned businesses

- Support provider for small, locally owned businesses

* *SBN subleases to three other mission relate entities: **Brattle Film Foundation, Green Cambridge, and LaunchX***

APPENDIX C: INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

Submit a certificate of Insurance from your insurance agent or insurance company that evidences your company's ability to obtain the following minimum insurance requirements. Attach and label as Exhibit 3.

1. Workers Compensation

Coverage A: Statutory

Coverage B: \$ 1,000,000 Bodily Injury by Accident for Each Accident

\$ 1,000,000 Bodily Injury by Disease for Policy Limit

\$ 1,000,000 Bodily Injury by Disease for Each Employee

2. Commercial Auto Liability Insurance for All Owners, Non-Owned and Hired Autos.

\$ 1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability

3. Commercial General Liability Insurance

\$ 2,000,000 General Aggregate

\$ 2,000,000 Products/Completed Operations Aggregate

\$ 1,000,000 Personal and Advertising Injury Limit

\$ 1,000,000 Combined Single Limit Bodily Injury & Property Damage - Each Occurrence

\$ 100,000 Fire Legal Limit

\$ 10,000 Medical Payment

4. Umbrella/Access Liability Insurance

\$ 3,000,000 Each Occurrence

APPENDIX D: NON-COLLUSION, NON-DISCRIMINATION, AND TAX/EMPLOYMENT STATEMENTS

NON-COLLUSION, NON-DISCRIMINATION, and TAX/EMPLOYMENT STATEMENTS

NON-COLLUSION STATEMENT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him/her, entered into any combination, collusion or agreement with any person relative to the RFQ response, to prevent any person from responding nor to include anyone to refrain from responding, and that this response is made without reference to any other response and without any agreement, understanding or combination with any other person in reference to such response.

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING RFQ FOR THE CRA ARE TRUE AND CORRECT.

Dated this ____ day of _____, _____

Name of Organization,

Title of Person Signing

Signature

NONDISCRIMINATION STATEMENT

The Consultant agrees:

1. The Consultant shall not, in connection with the services under this Contract, discriminate by segregation or otherwise against any employee or applicant for employment on the basis of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and expression, veteran status or any other characteristic protected under applicable federal or state law.
2. The Consultant shall provide information and reports requested by the Cambridge Redevelopment Authority pertaining to its obligations hereunder, and will permit access to its facilities and any books, records, accounts or other sources of information which may be determined by the Cambridge Redevelopment Authority to affect the Consultant's obligations.
3. The Consultant shall comply with all federal and state laws pertaining to civil rights and equal opportunity including executive orders and rules and regulations of appropriate federal and state agencies unless otherwise exempt therein.
4. The Consultant's non-compliance with the provisions hereof shall constitute a material breach of this Contract, for which the Cambridge Redevelopment Authority may, in its discretion, upon failure to cure said breach within thirty (30) days of written notice thereof, terminate this Contract.
5. The Consultant shall indemnify and save harmless the Cambridge Redevelopment Authority from any claims and demands of third persons resulting from the Consultant's non-compliance with any provisions hereof, and shall provide the Cambridge Redevelopment Authority with proof of applicable insurance.

Signed (type name): _____

Title: _____

Date: _____

CERTIFICATE OF TAX, EMPLOYMENT SECURITY, AND CHILD CARE COMPLIANCE

Pursuant to Massachusetts General Laws Chapter 62C, §49A and Chapter 151A, §19A(b) and Chapter 521 of the Massachusetts Acts of 1990, as amended by Chapter 329 of the Massachusetts Acts of 1991,

I _____ (Name) whose principal place of business is located at _____ (Address), do hereby certify that:

A. The above-named Respondent has made all required filings of state taxes, has paid all state taxes required under law, and has no outstanding obligation to the Commonwealth's Department of Revenue.

B. The above-named Respondent/Employer has complied with all laws of the Commonwealth relating to unemployment compensation contributions and payments in lieu of contributions.

C. The undersigned hereby certifies that the Respondent/Employer (please check applicable item):

1. _____ employs fewer than fifty (50) full-time employees; or
2. _____ offers either a dependent care assistance program or a cafeteria plan whose benefits include a dependent care assistance program; or
3. _____ offers child care tuition assistance, or on-site or near-site subsidized child care placements.

Signed under the penalties of perjury this _____ day of _____, 202__.

Federal Identification Number: _____

Signed (type name): _____

Title: _____

Date: _____

APPENDIX E: CITY OF CAMBRIDGE LIVING WAGE ORDINANCE

CITY OF CAMBRIDGE LIVING WAGE ORDINANCE

CITY OF CAMBRIDGE LIVING WAGE ORDINANCE FACT SHEET

CHAPTER 2.121 OF THE CAMBRIDGE MUNICIPAL CODE

Note: This fact sheet is a summary of several provisions of the Cambridge Living Wage Ordinance, intended to provide an introduction to the matters regulated by the ordinance. All determinations regarding the application of the ordinance to particular individuals or circumstances should be made by reference to the ordinance itself.

Effective date: The Cambridge City Council enacted the Living Wage Ordinance effective July 2, 1999.

Purpose: The purpose of the ordinance is to assure that employees of the City and employees of contractors, subcontractors, and beneficiaries of assistance from the City earn an hourly wage needed to support a family.

Application: The ordinance applies to (a) City employees, (b) employees of contractors and subcontractors who have Service Contracts with the City in amounts over \$10,000, (a Service Contract does not include contracts for the purchase of goods, products, equipment, supplies, or other property, and does not apply to services which are incidental to the delivery of such products, equipment or commodities), and (c) employees of Beneficiaries of Assistance in the form of grants, loans, tax incentives, bond financing, subsidies, or other forms of assistance over \$10,000, received by or through the authority or approval of the City, including but not limited to, c. 121A tax abatements, industrial development bonds, Community Development Block Grant (CDBG) loans or grants, Enterprise Zone designations awarded after the effective date of the ordinance, and the lease of City owned land or buildings below market value.

Covered Employers: The ordinance applies to the City, any contractor or subcontractor on a Service Contract with the City over \$10,000, and any Beneficiary of Assistance over \$10,000.

Covered Employees: The ordinance applies to any person employed by a Covered Employer, and to any 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 service contract or the activities for which the Beneficiary received Assistance.

Living Wage: Effective March 1, 2019 the Living Wage is \$16.15 per hour, subject to annual CPI adjustments each March 1st. Cuts in non-wage benefits prohibited: No Covered Employer may fund any wage increase required by the ordinance by reducing health, insurance, pension, vacation, or other non-wage benefits of any of its employees.

Waivers: The City Manager may grant waivers to the requirements of the ordinance. There are three types of waivers: (a) General Waiver: if the City Solicitor finds that application of the ordinance would violate a specific federal or state statute or regulation; (b) Hardship Waiver: a non-profit employer may apply to the City Manager for a waiver if payment of the Living Wage would cause a substantial hardship; and (c) Chapter 30B Waiver: prior to issuing an invitation to bid for a services contract a department may ask the City Manager for a Living Wage waiver if it would make the contract inordinately expensive or would result in a significant loss of services.

Exceptions: Certain positions are excepted from the ordinance upon certification in an affidavit signed by the principal officer of a Covered Employer that the positions are as follows: (1) youth hired pursuant to a City, state, or federally funded program during the summer or as part of a school to work program or other related seasonal or part-time work; (2) work-study or cooperative educational programs; (3) trainees who are given a stipend or wage as part of a job training program; (4) persons working in recognized supported employment programs that provide workers with additional services such as 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 where such employment is intended primarily to provide a benefit or subsidy to such individuals, although they are paid for work performed.

Notification Requirements: All persons who have signed a service contract with the City or a contract for Assistance are required to forward this Fact Sheet to any person submitting a bid for a subcontract on the contract. All Covered Employers must provide this Fact Sheet to each Covered Employee and must post this Fact Sheet in a conspicuous location visible to all employees.

