

**City of Cambridge
File No. 11135
RFP for Zero Waste Master Plan**

Sealed proposals will be received at the Office of the Purchasing Agent, City Hall, 795 Massachusetts Avenue, Cambridge Massachusetts 02139 prior to **11:00 a.m. on Thursday, August 31, 2023** for providing the following services to the City of Cambridge:

The City of Cambridge is soliciting the services of a consultant to assist in the drafting, updating, and refinement of the City of Cambridge Zero Waste Master Plan.

This RFP may be downloaded from the City's website: www.cambridgema.gov, online services, Purchasing Bid List, Regular RFP, **File No. 11135**. The City reserves the right to reject, in part or in whole, any or all proposals, waive any minor informalities in the proposal process, and accept the proposal deemed to be in the best interest of the City.

There must be no mention of the applicant's fee in the technical, non-price proposal. Any mention of the fee in the technical, non-price proposal will subject the proposal to rejection.

Questions from proposers concerning the Request for Proposals must be submitted in writing **by 11:00 a.m. on Friday, August 18, 2023**, to Elizabeth Unger, by email at: Purchasing@cambridgema.gov. Answers to substantive questions posed by proposers will be posted in the form of addenda. Proposers are responsible for checking the City's website regularly for addenda. The City shall not notify proposers individually of addenda.

Two **(2) separate sealed envelopes, one (1) sealed envelope containing an original copy of the non-price technical proposal** marked "Request for Proposal – File No. 11135 RFP for Zero Waste Master Plan - Non-Price Proposal" and one **(1) sealed envelope containing the price proposal** marked "Price Proposal File No. 11135 - RFP for Zero Waste Master Plan" must be received by Elizabeth Unger, Purchasing Agent, City of Cambridge Purchasing Department, 795 Massachusetts Avenue, Cambridge, Massachusetts 02139 prior to **11:00 a.m. on Thursday, August 31, 2023**. Proposals being hand delivered or sent via courier (other than USPS) may be delivered in person to 5 Bigelow Street, Cambridge, MA during normal business hours. It is the responsibility of the Bidder to ensure delivery of bid submission prior to deadline to the Purchasing Department. Any proposals received after such time will not be accepted, unless the date and time has been changed by addendum. Delivery to any other office or department does not constitute compliance with this paragraph, unless the proposals are received by the Purchasing Agent by the established deadline.

Elizabeth Unger
Purchasing Agent

Confidentiality and Public Records Law

All proposals or other materials submitted by the vendor in response to this Request for Proposal will be open for inspection by any person in accordance with the Massachusetts Public Records Law.

This request for proposal process and the award of the contract are made in conformity with M.G.L. c. 30B, section 6, unless otherwise stated. See below for General Terms and Conditions that shall become part of any Contract awarded through this Request for Proposal.

Terms and Conditions

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

1. The proposer's bid will remain in effect for a period of 120 days from the deadline for submission of proposals or until it is formally withdrawn, a contract executed, or this RFP is canceled, whichever occurs first.
2. The Purchasing Agent shall cancel the contract if funds are not appropriated and available to support continuation of performance in any fiscal year.
3. A sample contract is attached hereto. The bidder **must** be willing to sign the City's contract. The City will not accept a bidder's terms & conditions. Do not submit a proposal unless willing to execute the attached contract.
4. Rule for Award: The City will award a contract to the proposer submitting the most advantageous proposal taking into consideration the proposal's Quality Requirements, Evaluation Criteria and composite ratings, references, and price.
5. Rates must remain firm or be reduced throughout the life of the contract. A Contract will be awarded within 120 days unless award date is extended by consent of all parties concerned.
6. The City of Cambridge Living Wage Ordinance is applicable. The current living wage rate is \$18.41 per hour (the ordinance is attached).
7. The contract period shall commence on the date of execution of the contract by the City of Cambridge or soon thereafter. The City reserves the right, in its discretion, to extend the life of the contract at any time.

TO: Elizabeth Unger, Purchasing Agent PH: (617)349-4310 FX: (617)349-4008
795 Massachusetts Avenue
Cambridge, MA 02139

The undersigned certifies that this proposal is made without collusion with any other person, firm or corporation making any other proposal or who otherwise would make a proposal. The undersigned agrees to furnish the commodity or services in strict accordance with the proposal documents, which consist of this Request for Proposal and all attachments hereto. **The submitted proposal must be without conditions, exceptions or modifications to the proposal document.**

The proposal and all documents submitted with it are public records. This request for proposal process and the award of the contract are made in conformity with M.G.L. c. 30B, unless otherwise stated. See other side of this form for General Terms and Conditions that shall become part of any Contract awarded through this Request for Proposal.

This bid includes addenda numbered: _____

SIGNATURE OF PROPOSER: _____

TITLE OF SIGNATORY: _____

ADDRESS OF PROPOSER: _____

TELEPHONE NUMBER: _____ **FAX NUMBER:** _____

EMAIL ADDRESS: _____

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

() Corporation, incorporated in the State of: _____

() Partnership. Names of partners: _____

() Individual: _____

LAWS:

GENERAL TERMS AND CONDITIONS

All deliveries shall conform in every respect with all applicable laws of the Federal government, Commonwealth of Massachusetts and City of Cambridge.

EQUAL OPPORTUNITY:

The Vendor in the performance of the contract shall not discriminate on the grounds of race, color, religious creed, national origin or ancestry, age, disability, sexual orientation, marital status, 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.

PAYMENT SCHEDULE:

Payment shall be in accordance with milestones specified in the scope of work. The City shall not prepay for goods or services.

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. The continuation of any contract into the next fiscal year shall be subject to the appropriation and availability of funds.

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.

Contractor's Insurance Obligations

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

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

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

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

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

- A. Owner's Protective Liability:
 - Each Occurrence \$1,000,000
 - Aggregate \$1,000,000

- B. Commercial Liability:
 - General Aggregate \$2,000,000
 - Products Completed Operations Aggregate \$1,000,000
 - Personal Injury and Advertising Limit \$1,000,000
 - Each Occurrence \$1,000,000

- C. Automotive-For all owned, non-owned, hired and leased vehicles:
 - Each Occurrence Combined Single Limit of \$1,000,000
 - Bodily injury - each person \$1,000,000
 - each accident \$1,000,000
 - Property damage-each occurrence \$1,000,000

- D. Umbrella:
 - Combined single limit \$2,000,000
 - General aggregate \$2,000,000

- E. WORKER'S COMPENSATION
 - Coverage A STATUTORY
 - Coverage B Each Accident \$1,000,000
 - Disease-Policy Limit \$1,000,000
 - Disease-Each Employee \$1,000,000

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

THE CITY OF CAMBRIDGE MUST BE AN ADDITIONAL NAMED INSURED ON ANY SUCH UMBRELLA POLICY. THE CITY RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO AMEND THE INSURANCE REQUIREMENTS SET FORTH ABOVE.

INSTRUCTIONS TO PROPOSERS

- 1. Two (2) separate sealed envelopes, one (1) sealed envelope containing an original copy of the non-price technical proposal marked “Request for Proposal – File No. 11135- RFP for Zero Waste Master Plan - Non-Price Proposal” and one (1) envelope containing the price proposal marked “Price Proposal File No. 11135-RFP for Zero Waste Master Plan” must be received by the Purchasing Agent, City of Cambridge, City Hall prior to 11:00 a.m. on Thursday, August 31, 2023.** Chapter 30B requires that price proposals must be separate from technical proposals. Therefore, please make no reference to price in the non-price technical proposal. Failure to adhere to this requirement will result in disqualification. It is the sole responsibility of the proposer to ensure that the proposal arrives on time at the designated place. It is strongly recommended that proposals are mailed or dropped off to the locked drop box at the Rear Entrance of City Hall or directly to the Purchasing Department in advance of the due date and time. Late proposals will not be accepted. Bids being hand delivered or sent via courier (other than USPS) may be delivered in person to 5 Bigelow Street, Cambridge, MA during normal business hours. It is the responsibility of the Bidder to ensure delivery of bid submission prior to deadline to the Purchasing Department.
2. The signature of the authorized official(s) must be provided on all the proposal forms. All proposals should be double-sided in conformance with the City's recycling policy.
3. The proposal should be organized and presented as directed. Accuracy and completeness are essential. The successful proposal will be incorporated into a contract; therefore, proposers should not make claims that they are not prepared to commit themselves to contractually.
4. The Price Proposal Form must be completed as instructed. No substitute form will be accepted. Pricing must remain firm. The bid submitted must be without conditions or exceptions.
5. Failure to answer any questions, to complete any form or to provide the documentation required will be deemed non-responsive and result in automatic rejection of the proposal unless the City determines that such failure constitutes a minor informality, as defined in Chapter 30B.
6. All interpretations of the RFP and supplemental instructions will be in the form of written addenda to the RFP specifications. Requests for clarification or any questions about information contained in the RFP should be addressed in writing to:

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

or emailed to: Purchasing@cambridgema.gov. No requests or questions will be accepted after **11:00 a.m. on Friday, August 18, 2023**. An addendum will be issued and posted to the Purchasing website notifying all bidders of the questions and answers.

7. Proposals must be unconditional. However, prior to the proposal opening proposers may correct, modify, or withdraw proposals by written request to Elizabeth Unger, Purchasing Agent, City of Cambridge, Room 303, City Hall, 795 Massachusetts Avenue, Cambridge, MA 02139. A letter will be sufficient for withdrawal of a proposal up the date of the proposal opening. Any correction or modification to a proposal must be submitted in writing and in a sealed envelope labeled **“File No. 11135 - RFP for Zero Waste Master Plan - Correction or Withdrawal”**

EVALUATIONS OF THE PROPOSALS

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

The City reserves the right to use itself as a reference and contact references other than those submitted by the proposer.

Proposals that meet the Quality Requirements will be reviewed for responses to the Comparative Evaluation Criteria. Each member of the Selection Committee will assign a rating of Highly Advantageous, Advantageous, Not Advantageous to each comparative evaluation criterion. Based on these evaluation criteria ratings, a composite rating by the evaluation committee will be determined for each proposal.

Each proposer may be asked to participate in an on-site or, if not possible, a video interview. The project manager and Evaluation Committee shall participate in the interview. Interview participants will be expected to answer questions from the Evaluation Committee. The City will not assume any travel or other costs related to these interviews.

After the evaluation of the non-price proposals is complete, the price proposals will be opened by the Purchasing Agent who shall determine the most advantageous proposal. The City will award the contract to only one responsive and responsible proposer submitting the most advantageous proposal taking into consideration the proposals' quality requirements, evaluation criteria and composite ratings, references and price. Before awarding the contract, the City may request additional information from the proposer. The City reserves the right to reject any and all proposals, in whole or in part, if it determines that rejection serves the best interest of the City.

PROPOSAL SPECIFICATION AND PREPARATION

All information in the proposal should be organized and presented as directed below. Accuracy and completeness are essential. The successful proposal will be incorporated into a contract. The proposal should provide a straightforward and concise description of the proposer's commitment and ability to perform the services described in this document. To expedite the evaluation of proposals, it is essential that the proposer strictly adhere to the instructions in this part. A proposal may be deemed to be non-responsive, at the Purchasing Agent's discretion, if the proposer fails to comply with the following instructions.

SUMMARY

The introductory portion of the proposal must include a letter of Transmittal signed by the individual authorized to bind the proposer contractually. The letter must include: the name of the individual(s) who is/are authorized to negotiate and sign a contract on the proposer's behalf; the name, title, address and telephone number of the individual(s) who can supply additional information and a brief description of the overall services proposed. The signature of the authorized official (s) must be provided on all the proposal forms. All proposals should be double sided in conformance with the City's recycling policy. Failure to answer any question, to complete any form, or to provide the documentation required will be deemed non-responsive and result in automatic rejection of the bid unless the City determines that such failure constitutes a minor informality, as defined in Chapter 30B.

QUALITY REQUIREMENTS

A “no” response, any change or alternation to, or a failure to respond to any of the quality requirements will result in a rejection of your bid. **Proposers must use the form provided in this document.**

RESPONSES TO COMPARATIVE EVALUATION CRITERIA

This portion of the proposal is intended to present a description of the proposer’s qualifications. The proposer should respond briefly to each item listed in the Comparative Evaluation Criteria and include all requested documentation. When preparing this portion of the proposal, the proposer should clearly identify and respond to each comparative evaluation criteria.

PRICE PROPOSAL FORM

The Price Proposal Form must be completed as instructed. No substitute form will be accepted. Pricing must remain firm throughout the contract. **The Price Proposal Forms must be submitted in a separate, sealed envelope to the Purchasing Department.** The proposer must make no reference to pricing in any other part of the proposal. Failure to adhere to this may result in disqualification of the proposal.

Anti-collision and Tax Compliance Certification

A signed copy of the form must be submitted with RFP

Cori Compliance Form

A signed copy of the form must be submitted with RFP

Wage Theft Form

A signed copy of the form must be submitted with RFP

Written Information Security Policy (Wisp) Affirmation

A signed copy of the form must be submitted with RFP

SECTION I: PROJECT BACKGROUND

The City of Cambridge (“The City”) Zero Waste Master Plan (ZWMP) was [finalized](#) in 2018/2019. A stipulation of the ZWMP was that the City would seek to update it every five years. The City’s Department of Public Works (DPW) seeks a consultant to update and refine the ZWMP and consider the present state of the recycling and waste management industry in the north east of the United States, provide insight as to what future trends are both and make recommendations that can best position the City to further its goals of reducing trash 50% by 2030 and 80% by 2050, with 2008 as a baseline. As of 2022, the City has reduced trash by 32%. Furthermore, the consultant is expected to consider how the [Commonwealth of Massachusetts Solid Waste Master Plan](#), and surrounding communities (i.e. Boston, Somerville, Watertown, and Brookline) efforts can influence or complement the City’s ZWMP.

It is expected that the final report associated with this effort must be completed by December 2024.

Background

The City of Cambridge (Population; 117,000, land area 6.5 sq. miles) has approximately 57,000 households, up from 50,000 households in 2015. The majority of households are in multifamily buildings. See Appendix 1 for information on the City’s building stock.

The City has a variety of collection programs for residential customers. The City provides trash and recycling collection service to approximately 32,453 and 45,950 households, respectively. For organics collection, the City is slowly integrating larger buildings both on and off of the City’s trash collection program. Currently the City services 30,000 households on the City’s trash program for curbside organics. An additional 3,000 households with private trash collection also receive curbside organics collection from the City. The City has six drop-off sites for organics. The estimated participation rate for the curbside organics¹ program is approximately 40-50%.^[06] Furthermore, the City serves 75 small businesses with the Small Business Compost Program and 200 small businesses with the Small Business Recycle Program. On average, businesses report saving \$200/month per service (i.e \$400/month for both organics & recycle); in 2022 the City estimates that small businesses saved \$900,000 due to the Small Business Recycle and Compost Programs. Lastly, all 14 public schools have access to the City’s recycle and organics programs.

¹ Participation estimated based on average of 5.6 lbs of organics/household. This figure was derived from the City’s curbside organics pilot data (2016-2018). Furthermore, the City estimates that 5 tons/wk are collected from businesses and schools. As a result, approximately 40 tons of organics are collected from 33,000 households.

In 2009, both the City of Cambridge and the Commonwealth of Massachusetts adopted trash reduction goals. The goal was to reduce trash 30% by 2020, and 80% by 2050 or before (using 2008 as the baseline). In the City, this goal translates into achieving 16 lbs. of trash per household per week by 2020 and 4.5 lbs/HH/wk by 2050. See Appendix 2 for more complete data. In 2021, [MassDEP updated the goal](#) to reduce trash disposal statewide by 30% by 2030, and 90% reduction by 2050. ZWMP update should consider if Cambridge should adopt the statewide goal of 90% by 2050.

See Appendix 3 for waste characterization studies, which highlights potential options for trash reduction.

Additional services that the City offers are:

- Weekly curbside collection for:
 - Mattresses
 - Textiles (drop-off also available throughout Cambridge)
 - Yard Waste (April 1- December 31)
 - Appliance/TV/metal collection
- Recycle Center for hard to recycle items:
 - Available to all residents and small businesses (under 50 employees). Open Tuesdays, Thursdays from 4-7:30pm and Saturdays, 9am-4pm.
- Household Hazardous Waste
 - 4 times per year drop-off collection of HHW

The City has traditionally collected solid waste and litter using its own workforce and trucks. In 2018, food waste collection was brought into the City's collection program. As of Spring 2023, DPW sends eight rubbish trucks with two staff each on the streets Monday to Friday collecting household trash. DPW sends three organics trucks with two staff each on the streets Monday to Friday collecting household food scraps/organics. Furthermore, DPW sends two trucks with two staff each to manage litter in our various squares and parks throughout the working week and on summer weekends. This litter collection effort is supplemented by evening and overnight crews during "off-hours" times. One City pickup truck is dedicated to the daily collection of small TVs/monitors, microwaves, stereos and box fans that residents may place out at the curb on their trash collection day. For larger items, there is a dedicated City crew for the weekly collection of white goods and other metals on Wednesdays and large TVs on Thursdays.

The City manages a residential recycling collection program that has been in effect for more than 25 years. This program is operated by a private contractor. This typically involves five recycling packer trucks with one staff in each truck operating throughout the City, Monday-Friday using the same schedule and routes as the City's solid waste program. The City has a

seasonal yard waste program that runs April 1-December 31. Yard Waste is collected by the recycling contractor and typically involves one additional packer truck (sometimes two during peak times) operating with two people throughout the City using the same routes and schedules as the solid waste operation.

The City has a contract with a private operator who collects recyclables from City squares and parks throughout the year. Currently, there are more than 325 public area recycle bins in Cambridge. However, the City is also considering taking on this service using split-body trucks to collect recycling and trash from public areas in the same truck, but different compartments.

The City's trash disposal contract is with Republic Services transfer station in Roxbury, MA. As of July 2023, trash disposal fees are approximately \$134/ton. Currently, Republic reports that approximately 60% of the trash goes to landfills (Turnkey landfill in NH & a Virginia landfill via rail boxes) and 40% goes to incinerators (Covanta in Haverhill MA). Recycling is processed at Casella in Charlestown, MA. Recycling costs are based on a pre-negotiated formula and, for the previous 12 months averaged \$92/ton. Note that the market fluctuates, and prices are currently high due to macroeconomic conditions relating to inflation and the market for recycled materials. Food waste is pre-processed at WM CORE in Charlestown, MA. The cost to process food waste is \$77/ton. Food waste is anaerobically digested at Greater Lawrence Sanitary District (GLSD) in North Andover, MA.

The Solid Waste division at Cambridge DPW consists of three parts: Rubbish, Recycling and Street Cleaning. For the sake of this project, the Recycling Division will be the primary focus. The Recycling Division has seven full-time employees (director, three program managers, two inspectors, and one Operations Assistant). The two inspectors support the Rubbish and Recycling division equally.

In 1991 the City Council passed an amendment to the Refuse and Litter Ordinance making recycling mandatory. Yard waste, TVs, and various other items are required to be diverted from the trash due to [statewide waste bans](#).

Progress on Zero Waste Master Plan (ZWMP)

Since the ZWMP was completed in 2018, the City has launched or expanded various programs. See here for an annotated version of the improvements:

2018:

- April: City expands curbside organics program from 5,000 to 25,000 households in all five collection day routes with up to 12 units in the building.
- October: City launches Small Business Recycle Pilot to 125 businesses.

2019:

- April: With grant from MassDEP, City starts mattress recycling program.
- July: City starts Recycle Right campaign to reduce contamination. Contamination reduced from 11% in 2018 to 4% in 2020. Lower contamination results in a \$90,000/year savings with City's recycling processor.

2020:

- January: City begins expanding organics program to buildings with 13 units or more
- March: City pauses organics program due to COVID-19
- October: City expands Small Business Recycle Program to 200 businesses
- December: City extends Yard Waste Collection by 2 weeks (thru December 31)

2021:

- May: City resumes curbside organics program post-COVID.
- October: City starts Small Business Compost Pilot for 64 food-service businesses
- December: City signs contract with vendor to provide both curbside and drop-off textiles collection service

2022:

- June: City launches standard trash cart for all residents on the City's trash collection program
- October: City expands Small Business Compost Pilot to 75 total food-service businesses

2023:

- January: City has begun expanding curbside organics program to buildings that are not on the City trash collection program. Approximately 33,000 households citywide have access to the curbside program. All households have access to our drop-off organics program.

In the 2018 ZWMP, there are some recommendations that are still outstanding; they include:

- Consider reconfiguration or repurposing the Recycling Center to focus on collection and/or consolidation of specific materials.
- Provide mobile collection of materials such as small electronics, HHW, small appliances.
- Explore carpet recycling and electronics recycling in 2025-2027 timeframe.

SECTION II: SCOPE OF SERVICES

The selected vendor is expected to and responsible for the following:

1. Update and Refine Zero Waste Master Plan

The updated ZWMP will provide a road map to reduce trash in an equitable, inclusive and sustainable way. The consultant should thoroughly evaluate and examine the following:

- a) Advise the City on their next curbside collection contract for curbside recycling/yard waste and their contracts for organics and recycling processing.
- b) Recommend goals and timelines for waste reduction and disposal cost savings for the industrial commercial, and institutional (ICI), and residential sectors. Interview and meet with ICI and residential stakeholders. Assign responsibilities for implementation within the City government.
- c) Update the City's trash reduction goals. Previous goals addressed residential trash only; future goals could consider including commercial waste. Commercial waste may comprise as much as 80% of the City's total waste.
- d) How to expand curbside organics. Consider organics processing technologies, collection systems, and long-term organics processing outlets and behavior changes to encourage participation and increase eligible materials.
- e) Identify changes in practices, laws, regulations, and markets that may be necessary to accomplish significant waste reduction See here for Solid Waste ordinance (chapter 8.24):
https://www.municode.com/library/ma/cambridge/codes/code_of_ordinances?nodeId=TIT8HESA_CH8.24RELI
- f) Provide feedback on programmatic updates that can better refine our programs. Potential programs to explore include:
 - i. Curbside Recycling
 - ii. Curbside Organics (compost)
 - iii. Recycle Center
 - iv. Reduce/Reuse
 - v. BYOB Ordinance
 - vi. Large building outreach and engagement
 - vii. Engaging and assisting the City's small business community
 - viii. Reuse/Reduce initiatives
 1. Food waste in businesses
 2. Food waste at home
 3. Fix-It Clinics
 4. Sharing Libraries
 5. Waste exchange
- g) Consider other larger waste reduction activities outside of DPW's current offerings including but not limited to:

- i. Advocating for statewide Extended Producer Responsibility (EPR) legislation.
 - ii. Improving commercial waste diversion. Most of the trash generated in the City of Cambridge comes from the private sector.
 - iii. Construction & Demolition debris.
 - iv. Consumption based emissions.
 - v. Single use plastic ordinance
 - vi. Leading by example, such as best practices for the City of Cambridge to adopt for recycling/reuse of its own construction and related debris, expansion of sustainable purchasing initiatives, etc.
 - h) Align ZWMP with Envision Cambridge goals (see Appendix 5)
2. It is expected that the selected consultant will be required to work with the following individuals and groups in developing a master plan for the City;
- a) Working with the project steering committee, DPW Commissioner, DPW Deputy Commissioner, Environmental Services Director, and Recycling Director. Other support staff may also be involved, as well as the City Manager and/or Deputy City Manager, as necessary.
 - b) Working with key internal/external stakeholders including members of the Cambridge Recycling Advisory Committee (RAC), in order to develop the strategy and its implementation plans.
 - c) Key internal/external stakeholders shall be identified with assistance from the project steering committee. Relevant departments include but are not limited to Licensing, Zoning, Inspectional Services, and Community Development.
 - d) Coordinate stakeholder engagement and community input at up to three public meetings.
3. The development of recommended options for the Plan shall consider, at minimum:
- a) Resource requirements (e.g. financial, staffing, infrastructure, etc.)
 - b) Considerations of disposal and collection operations
 - c) Consideration of Cambridge's circumstance and what works best for Cambridge
 - d) Environmental, economic, and social impacts
 - e) Equity and Inclusion of all members of the community
4. A final report shall be developed that contains, at minimum:
- a) An executive summary
 - b) Recommendations to reduce trash and increase diversion while maximizing efficiency.
 - c) Recommendations for policies to engage multifamily, commercial, institutional and industrial buildings in waste reduction

- d) Recommendations for ordinance changes to support our zero waste goals beyond 2023.
 - e) Recommendations for goals for trash reduction for both the residential and citywide overall tonnage (For example, reduce citywide overall trash by 20% by 2030)
 - f) The results of this project will be a Zero Waste Master Plan Recommendations final report. To produce the final report, the Consultant will adhere the City's brand guidelines, and follow the best practices for publishing the report online to the City's website. The City also requires the final report in PDF format.
5. Additional Considerations beyond those identified.

If there are additional strategies or processes that the Consultant believes may be of value to the City of Cambridge in the development of an updated Zero Waste Master Plan that have not been alluded to or identified in this proposal the Consultant is welcome to provide such for additional consideration.

QUALITY REQUIREMENTS

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

Indicate **Yes or No** for each of the following requirements and provide the name of the qualified team member.

1. The Consultant team has a minimum of five (5) years of expertise in the waste management industry, materials recovery and recycling and solid waste master planning.

YES _____

NO _____

2. The Consultant team has at least five (5) years of experience working with municipal governments.

YES _____

NO _____

3. The Consultant will be the primary Consultant for the purposes of implementation and support of services delivered under any contract entered into pursuant to this RFP.

YES _____

NO _____

4. The Consultant can provide positive references from at least two (2) government entities on their experiences with the Consultant in completing projects of similar scope and complexity as described in this RFP.

YES _____

NO _____

5. The Consultant will assign a significant leadership role to the Project Manager who possesses at least eight(8) years’ experience successfully managing projects of similar size and scope as described in this RFP.

YES _____

NO _____

PROPOSAL SUBMISSION REQUIREMENTS

1. Proposer shall provide references from three clients for whom they have provided similar services within the past three (3) years. Proposer shall include entity name, contact name, address, and telephone number of each reference. Failure of a reference to follow up with the City on any inquiry will result in the disqualification of that reference. The City reserves the right to use itself as a reference, to contact references other than those provided by the proposer and to otherwise perform its own due diligence in determining the responsibility of the proposer.

Reference: _____

Contact: _____

Address _____

Phone _____ EMAIL _____

Reference: _____

Contact: _____

Address _____

Phone _____ EMAIL _____

Reference: _____

Contact: _____

Address _____

Phone _____ EMAIL _____

2. No less than three example deliverables of recent projects that exemplify the types of services described in this RFP, at least two of which should be for a government client, and each of which should have involved at least one team member assigned to this project (such team members and their roles in preparing each deliverable should be identified). Preference for five examples of recent projects to be submitted.

3. Narrative describing the detailed services to be offered by the Consultant, based on the Scope of Services.

4. Resumes of all team members assigned to this project, describing their background, certification, experience, and role within the organization, and identifying one team member as a designated Project Manager.

5. A list of qualifications and project experience, including a brief history of comparable services provided by the firm and/or its principals.

This page must be submitted with the technical, non-price proposal.

COMPARATIVE EVALUATION CRITERIA

Only proposals determined by the Purchasing Agent to meet all quality requirements and to be legally responsive, shall be evaluated according to the comparative evaluation criteria set forth in this section. An Evaluation Committee designated by the Purchasing Agent shall prepare written evaluations for each proposal. The Evaluation Committee shall assign a rating of “Highly Advantageous,” “Advantageous,” or “Not Advantageous” to each criterion.

Vendor Presentation

Proposers meeting the Quality Requirements will be asked to participate in an interview with the Evaluation Team. The City of Cambridge expects the vendor team that will be assigned to this specific contract to be present and participate in the presentation. This includes the project manager and any other relevant staff.

The presentation will demonstrate/confirm that the vendor can perform the required scope of work.

Experience of Team Members

Highly Advantageous (HA): The team members assigned to this project have demonstrable, successful experience of more than 20 years (collectively) consulting on municipal recycling and waste management plans.

Advantageous (A): The team members assigned to this project have demonstrable, successful experience of 15-19 years (collectively) consulting on municipal recycling and waste management plans.

Not Advantageous (NA): The team members assigned to this project have demonstrable, successful experience of 10-14 years (collectively) consulting on municipal recycling and waste management plans.

Unacceptable (U): The team members assigned to this project do not have demonstrable, successful experience of at least 10 years (collectively) consulting on municipal recycling and waste management plans.

Experience of Project Manager

Highly Advantageous (HA): The Project Manager has demonstrable, successful experience consulting on recycling and waste management proposals and working with municipalities on at least 5 analyses similar to those described in the Scope of Services.

Advantageous (A): The Project Manager has demonstrable, successful experience consulting on recycling and waste management proposals and working with municipalities on 2-4 analyses similar to those described in the Scope of Services.

Not Advantageous (NA): The Project Manager has demonstrable, successful experience consulting on recycling and waste management proposals and working with municipalities on one analysis similar to those described in the Scope of Services.

Unacceptable (U): The Project Manager has no demonstrable, successful experience consulting on recycling and waste management proposals or has no demonstrable experience working with municipalities on any analyses similar to those described in the Scope of Services.

Relevance of Work Examples

Highly Advantageous (HA): All three of the work examples provided are found by the Evaluation Committee to completely exemplify the type of analysis required to satisfy the Scope of Services set forth above in this RFP.

Advantageous (A): One or two of the work examples provided are found by the Evaluation Committee to completely exemplify the type of analysis required to satisfy the Scope of Services set forth above in this RFP.

Not Advantageous (NA): None of the work examples provided are found by the Evaluation Committee to perfectly exemplify the analysis required to satisfy the Scope of Services set forth above in this RFP, but the work examples nonetheless demonstrate that the team members assigned to this project possess the necessary expertise to provide the analysis required to satisfy the Scope of Services set forth above in this RFP.

Unacceptable (U): The work examples provided are found by the Evaluation Committee not to demonstrate that the team members assigned to this project possess the necessary expertise to provide the analysis required to satisfy the Scope of Services set forth above in this RFP.

Clarity of Work Examples

Advantageous (A): All three of the work examples provided are found by the Evaluation Committee to be entirely clear and understandable to readers with varying levels of technical expertise.

Not Advantageous (NA): The three work examples provided are found by the Evaluation Committee to be clear and understandable overall but one or more work examples has components that are unclear or difficult to understand for readers with varying levels of technical expertise.

Unacceptable (U): None of the three work examples provided are found by the Evaluation Committee to be sufficiently clear or understandable to readers with varying levels of technical expertise.

Quality of References

Advantageous (A): The applicant's three references submitted, among them at least two governmental entities, provide on average positive recommendations on their experiences with the proposer, the proposer's areas of expertise, and the proposer's ability to complete analyses of similar scope and complexity as described in this RFP.

Not Advantageous (NA): The applicant's three references submitted, among them at least two governmental entities, provide on average neutral recommendations on their experiences with the proposer, the proposer's areas of expertise, and the proposer's ability to complete analyses of similar scope and complexity as described in this RFP.

Unacceptable (U): The applicant's three references submitted, among them at least two governmental entities, provide on average negative recommendations on their experiences with the proposer, the proposer's areas of expertise, and the proposer's ability to complete analyses of similar scope and complexity as described in this RFP.

Evaluation of an Oral Presentation or Interview (Project Manager must be included)

Advantageous (A): The proposer's oral presentation or interview is very clear and well organized and clearly demonstrates the proposer's ability to communicate effectively.

Not Advantageous (NA): The proposer's oral presentation or interview is not entirely clear or well organized but nonetheless sufficiently demonstrates the proposer's ability to communicate effectively.

Unacceptable (U): The proposer's oral presentation or interview is unclear, disorganized, or otherwise does not sufficiently demonstrate the proposer's ability to communicate effectively.

PRICE PROPOSAL

In a separate sealed envelope clearly marked "Price Proposals," firms or individuals must provide an hourly fee schedule for all personnel for the contract duration, including any options to renew: the fee must be on an hourly basis for each labor category and include all costs associated with the delivery of the services contemplated in this RFP. The rates must remain firm for the duration of the contract, including any options to renew or extend in the sole discretion of the City. The City has currently anticipated and budgeted for \$170,000.00 for the work outlined above. The City reserves the right to amend any contract resulting from this RFP at the hourly rates listed at its sole discretion.

On a separate page, please include hourly rates for any components intended to be sub-contracted and names of sub-contractors, and any other relevant information. Include the name of the proposer on each such page to be submitted.

PRICE PROPOSAL SUMMARY

This price summary form must be submitted in a sealed envelope, Separate from the technical proposal. Failure to adhere to this instruction will result in automatic disqualification of your proposal. Prices must remain firm for the entire contract unless the rate is reduced.

Total Cost \$ _____

Total in words: _____

Blended Hourly Rate \$ _____

Signature of Bidder: _____

* Please attach any other pricing breakdowns on a separate page.

CORI COMPLIANCE FORM

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

CERTIFICATION

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

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

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

Signature

(Name of Business)

NOTE:

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

Instructions for Completing CORI Compliance Form:

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

Submit this form with your Proposal.

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

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

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

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

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

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

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

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

Date: _____

(Print Name of person signing bid)

(Signature & Title)

Submit this form with your Proposal.

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>

This form must be submitted with your Proposal

CITY OF CAMBRIDGE
WRITTEN INFORMATION SECURITY POLICY (WISP) AFFIRMATION

I, _____ the undersigned, hereby confirm and acknowledge to the City of Cambridge that I am aware of and understand the City of Cambridge's Written Information Security Policy (WISP) as outlined in the link below; and shall comply with the requirements of the City of Cambridge's WISP policy to the extent the policy applies to this contract.

<https://www.cambridgema.gov/-/media/Files/informationtechnologydepartment/WISP.pdf>

Date: _____

Signature of bidder/Contractor

Printed Name of bidder/Contractor

Title

This form must be submitted with your Proposal

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 the Department of Criminal Justice Information Services (DCJIS) and MGL c. 6, §172, and only after a CORI Acknowledgement Form has been completed. 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 DCJIS.
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 DCJIS, the authorized individual will closely compare the record provided by DCJIS 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 DCJIS' *Information Concerning the Process for Correcting a Criminal Record* so that the applicant may pursue correction with the DCJIS.
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 DCJIS *Information Concerning the Process for 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 DCJIS and request a detailed search consistent with DCJIS 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.

ORDINANCE NUMBER 1376

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

City of Cambridge

In the Year Two Thousand and Fifteen

AN ORDINANCE

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

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

Chapter 2.121

LIVING WAGE ORDINANCE Sections:

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

2.121.010 Title and Purpose.

This Chapter shall be known as the "Cambridge Living Wage Ordinance". The purpose of this 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 that equal to the value of the greatest of the following: (1) the value of the previous standard benefits increased by the annual percentage difference between the current Boston-Lawrence-Salem, MA - NH Consumer Price Index (CPI) for all items for All Urban Consumers and the same CPI for the same month of the previous year, or (2) the current monetary value of the health and other benefits (not including paid leave) provided under the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 27H of chapter 149 of the General Laws of Massachusetts.

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

2.121.050 Waivers and Exceptions.

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

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

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

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

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

- (1) The nature of the Assistance to which this Chapter applies;
- (2) The specific or official name of the Assistance and Assistance program, the statutory or regulatory authority for the granting of the Assistance, and a copy of that authority;
- (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) 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 yeas and nays vote:-
Yeas 9; Nays 0; Absent 0; Present 0.
Attest:- Donna P. Lopez, City Clerk.

A true copy;

ATTEST:-

Donna P. Lopez
City Clerk

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For calendar year 2017 the CPI-U increased by 2.51%. Therefore the new living wage, as of March 1, 2018 is \$15.64.

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

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

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

For calendar year 2021 the CPI-U increased by 3.26%. Therefore the new living wage, as of March 1, 2022 is \$17.19.

For calendar year 2022 the CPI-U increased by 7.10%. Therefore, the new living wage as of March 1, 2023 is \$18.41.

ORDINANCE #2022-15 - FINAL PUBLICATION

CITY OF CAMBRIDGE

In the Year Two Thousand and Twenty-Two

AN ORDINANCE

In amendment to the Ordinance
entitled "Cambridge Municipal Code."

Be it ordained by the City Council of the City of Cambridge that the Municipal Code of the City of Cambridge, Chapter 2.112.080, entitled "Truck Safety Ordinance" be amended by substitution to read as follows:

2.112.080 Truck Safety Ordinance.

2.112.081 Short title.

Sections 2.112.081 to 2.112.089 may be cited as the "Truck Safety Ordinance" of the City of Cambridge.

(Ord. No. 2020-20,11-2-2020)

2.112.082 Declaration of findings and policy-Scope.

The City Council hereby finds that the provisions of these sections are intended to promote the public purpose of effectively protecting Vulnerable Road Users, as defined in Section 2.112.083 below, against the risks associated with sharing the road with Large Vehicles, as defined in Section 2.112.083 below. These sections seek to minimize the potential for injury to Vulnerable Road Users, specifically relating to falling under the sides of or being caught under the wheels of Large Vehicles.

(Ord. No. 2020-20, 11-2-2020)

2.112.083 Definitions.

The following words shall for the purposes of these sections, unless the context clearly requires otherwise, have the following meanings:

- A. "City" shall mean the City of Cambridge.
- B. "City Solicitor" shall mean the city solicitor for the City of Cambridge.
- C. "City Vendor" shall mean any individual, firm, business, consultant, contractor, or supplier of goods and/or services to the City of Cambridge, or any subcontractors, employees or agents thereof.
- D. "Contract" shall mean any contract executed between the City and a City Vendor for \$10,000 or more for goods, services, design or construction.
- E. "Centralized Purchase" shall mean a statewide contract to purchase through the Commonwealth of Massachusetts, a Commonwealth of Massachusetts department supply or service contract, a collective purchase, a purchase through a General Services Administration procured supply schedule, or a cooperative purchase.
- F. "DPW Commissioner" shall mean the Commissioner of the Department of Public Works or his or her designee.
- G. "Large Vehicle" shall mean any Class 3 or above motor vehicle, trailer, semi-trailer or semi-trailer unit, with a gross vehicle weight rating (GVWR) exceeding 10,000 pounds and are able to travel at speeds more than 15 miles per hour, when travelling within the City of Cambridge to supply the goods, services, design or construction that are the subject of a contract with the City.
- H. "Purchasing Agent" shall mean the purchasing agent for the City of Cambridge.
- I. "Third-Party Freight Brokerage Contractor" shall mean a brokerage contractor that is used by City Vendors to supply Large Vehicles to City Vendors to transport goods and services to the City of Cambridge.
- J. "TPT Director" shall mean the Director of the Traffic, Parking & Transportation Department or his or her designee.
- K. "Vulnerable Road User" shall mean (a) a pedestrian, including but not limited to those persons actually engaged in work upon a way, or in work upon utility facilities along a way, or engaged in the provision of emergency services within the way, or (b) a person operating a bicycle, handcycle, tricycle, skateboard, roller skates, in-line skates, moped, other non-motorized or electric personal mobility or recreational device other than an automobile or motorcycle, wheelchair, personal assistive mobility device, horse-drawn carriage, motorized bicycle, motorized scooter, farm tractor, agricultural trailer, or similar vehicle designed primarily for farm use, or other motorized vehicle which has a maximum speed of less than 20 miles per hour, or (c) a person riding an animal.

(Ord. No. 2020-20, 11-2-2020)

2.112.084 Applicability.

- A. These sections shall apply to every Large Vehicle used by a City Vendor while under a City Contract, except as provided in Section B below.
- B. The provisions of these sections shall not apply to:
 - 1. A motor vehicle which has a maximum speed not exceeding fifteen (15) mph;
 - 2. A fire apparatus;
 - 3. An emergency medical vehicle;
 - 4. A vehicle which is being driven or towed to a place whereby previous arrangement has been scheduled to install any safety requirements for large vehicles such that it complies with these sections;
 - 5. Vehicles used by City Vendors solely for the purpose of snow clearance or removal;
 - 6. Vehicles used by City Vendors solely for the purpose of street sweeping;
 - 7. Vehicles used by City Vendors solely for the purpose of street paving.

(Ord. No. 2020-20, 11-9-2020)

2.112.085 Requirements for large vehicles.

- A. All Large Vehicles subject to the provisions of these sections shall be equipped with convex mirrors, cross- over mirrors, decals, and side under-ride guards affixed to the sides of Large Vehicles in a manner consistent with these sections.
- B. The DPW Commissioner and the TPT Director shall have the authority to promulgate regulations to accomplish any of the provisions of these sections, including but not limited to required specifications for convex mirrors, cross-over mirrors, decals, and side under-ride guards affixed to the sides of Large Vehicles.
- C. As future technical innovations to improve safety for Vulnerable Road Users become available, the DPW Commissioner and the TPT Director may research and test such technical innovations, and update any rules and regulations promulgated hereunder consistent with such research and tests.

(Ord. No. 2020-20, 11-9-2020)

2.112.086 Enforcement.

Any violation of any provision of these sections by a City Vendor shall constitute a breach of the subject contract the City Vendor has with the City and will be considered a default under such contract with the City, and shall subject the City Vendor to any and all penalties contained in such contract. Any violations of these sections shall be reported to the Purchasing Agent and the City Solicitor.

(Ord. No. 2020-20, 11-9-2020)

2.112.087 Waiver.

- A. If the Purchasing Agent believes that extenuating circumstances exist which would prevent any City Vendor(s) from complying with the provisions of these sections, the Purchasing Agent, upon the recommendation of both the DPW Commissioner and the TPT Director, may approve a waiver of some or all of the requirements of these sections prior to issuing a procurement solicitation for any procurement contract or for any contract not requiring competition. If the Purchasing Agent is unable to secure any responsible and responsive bid in response to a procurement solicitation for a contract for goods, services, design, or construction or for any procurement contract not requiring competition, then the Purchasing Agent may issue a waiver of some or all of the requirements of these sections upon the recommendation of the DPW Commissioner and the TPT Director.
- B. If the DPW Commissioner and the TPT Director believe that extenuating circumstances exist which would prevent a City Vendor from complying with the provisions of these sections for a specific delivery or operation, the DPW Commissioner and TPT Director may approve a limited waiver of the requirements of these sections for the specific delivery or operation not to exceed one month.
- C. If the DPW Commissioner and the TPT Director believe that extenuating circumstances exist as a result of a contract executed with a City Vendor where goods, services, design or construction are procured through a Centralized Purchase, or requires a Third-Party Freight Brokerage contractor, the DPW Commissioner and TPT Director may recommend and the Purchasing Agent may approve a waiver of some or all of the requirements of these sections.
- D. Waivers will be issued in a form and manner consistent with the provisions of these sections and the rules and regulations promulgated hereunder.
- E. On an annual basis, the City Manager shall provide a report to the City Council that includes: the number of waivers issued, the number of responsive contracts executed without a waiver, and the total number of contracts executed during the previous fiscal year, as well as any trends (positive or negative) and any other relevant information

regarding the effectiveness of this Ordinance in increasing the safety of trucks operated in Cambridge.

(Ord. No. 2020-20 , 11-9-2020)

2.112.088 Conformity with existing state and federal law and severability.

These sections shall be implemented in conformity with all applicable provisions of federal, state and local laws, and the provisions of these sections are severable; if any provision, or portion thereof, should be held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect the remaining provisions, which shall remain in full force and effect.

(Ord. No. 2020-20, 11-9-2020)

2.112.089 Effective date.

These amendments shall be effective upon enactment.

(Ord. No. 2020-20, 11-9-2020)

In City Council June 6, 2022.

Ordained as amended by a yea and nay vote:-

Yeas 9; Nays 0; Absent 0.

Attest:- Paula M. Crane, Interim City Clerk

A true copy;

ATTEST:-



Paula M. Crane
Interim City Clerk

City of Cambridge Truck Safety Ordinance Regulations

The City of Cambridge Commissioner for Public Works (the “DPW Commissioner”) and the City of Cambridge Director of Traffic, Parking and Transportation (the “TPT Director”) hereby adopt the following Truck Safety Ordinance Regulations pursuant to the Truck Safety Ordinance, Chapter 2.112, Section 2.112.080 of the Cambridge Municipal Code (“Truck Safety Ordinance” or “Ordinance”). The provisions of the Truck Safety Ordinance, including but not limited to the definitions contained in the Ordinance, shall apply to these regulations. Additionally, for purposes of these Regulations a “Side Under-Ride Guard” shall mean a piece of equipment that is installed on a Large Vehicle between the front and rear wheels to help prevent injuries to Vulnerable Road Users, and particularly to protect against the risk of falling under the side of the vehicle and being caught under the wheels of the vehicle.

1. All Large Vehicles subject to the provisions of the Truck Safety Ordinance shall be equipped with convex mirrors, cross-over mirrors, decals, and Side Under-Ride Guards affixed to the sides of Large Vehicles in a manner consistent with the specifications detailed in Section 2 below.
2. The following technical specifications shall be met in order for equipment to meet the provisions of the Truck Safety Ordinance for Side Under-Ride Guards, convex mirrors, convex cross-over mirrors, and safety decals.

2.1 Side Under-Ride Guards

(a) Equipping Large Vehicles with Side Under-Ride Guards

Large Vehicles must be constructed or equipped in such a way as to offer, throughout their length, effective protection to Vulnerable Road Users against the risk of falling under the side of the vehicle and being caught under the wheels of the vehicle. This requirement may be considered satisfied:

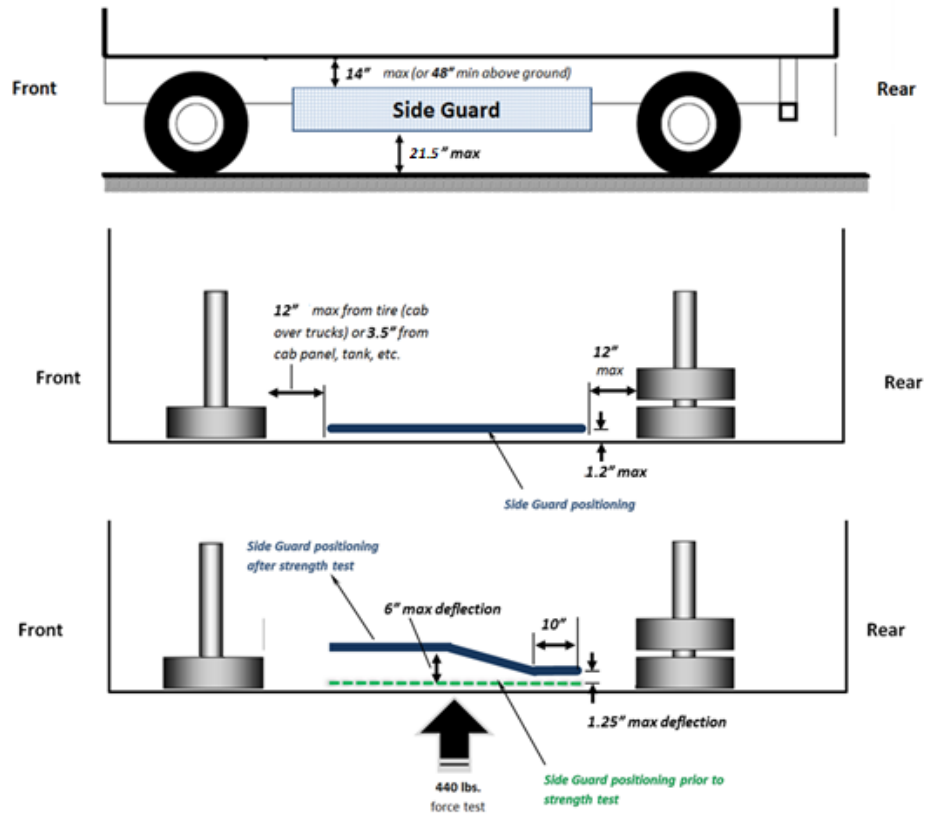
- 1) if the Large Vehicle is equipped with Side Under-Ride Guards in accordance with the requirements of Section 2.1(b) and depicted in diagram (1) below, or if
- 2) the Large Vehicle is designed and/or equipped such that by virtue of its shape and characteristics, its component parts can be incorporated and/or regarded as a replacement for the Side Under-Ride Guards, but the component parts’ combined functions must satisfy the requirements set out in Section 2.1(b) and diagram (1) below.

(b) Technical Specifications

Side Under-Ride Guards may use horizontal rails or a continuous flat surface that meets the following requirements:

- 1) The lower edge of Side Under-Ride Guards shall at no point be more than twenty-one and one-half (21.5") inches above the ground. It is preferred that the lower edge be no more than thirteen and eight tenths (13.8") inches above the ground.
- 2) The upper edge of Side Under-Ride Guards shall be no more than fourteen (14") inches below the structure of the vehicle as shown in the top schematic in diagram (1), which on a vertical plane must be tangential to the outer surface of the tires, as shown in the middle schematic in diagram (1).
- 3) The rear and forward edges of Side Under-Ride Guards shall not be more than twelve (12") inches from the tire on the wheel immediately adjacent to the Side Under-Ride Guards, as shown in the middle schematic in diagram (1).
- 4) Every Side Under-Ride Guard shall be essentially rigid and securely mounted and shall not be subject to loosening due to vibration in normal use of the vehicle. Side Under-Ride Guards shall be capable of withstanding a force of 440 pounds applied perpendicularly to any part of its surface by the center of a ram the circular face of which is not more than eight and one half (8.5") inches in diameter.
- 5) No part of a Side Under-Ride Guard shall be subject to deflection by more than six (6") inches by the ram referenced above, as shown in the bottom schematic in diagram (1), and
- 6) No part of a Side Under-Ride Guard which is less than ten (10") inches from its rear edge shall be subject to deflection by more than one and one quarter (1.25") inches from the ram referenced above, as shown in the bottom schematic in diagram (1).

DIAGRAM (1)



2.2 Convex Mirrors

Large Vehicles must be equipped with convex mirrors to enable the operator of the Large Vehicle to see all points on an imaginary horizontal line which is three (3') feet above the road, starting from five (5') feet directly behind the placement of the convex mirror, and which view extends rearward beyond the full length of such large vehicle on both the left and right sides of the Large Vehicle.

2.3 Cross-Over Mirrors

Large Vehicles must be equipped with a convex cross-over mirror on the front of the vehicle to enable the operator of the Large Vehicle to see any person or object at least three (3') feet tall passing in front of the vehicle.

2.4 Safety Decals

Large Vehicles must be equipped with a minimum of two (2) safety decals on the rear of the Large Vehicle, two (2) safety decals on the left side of the Large

Vehicle, and two (2) safety decals on the right side of the Large Vehicle, that warn Vulnerable Road Users of blind spots, with the following requirements:

- (a) Decals must be "safety yellow" in color.
- (b) Decals must include language or images warning of the blind spot locations on the vehicle.
- (c) Decals on the sides of Large Vehicle must be placed on or within one (1') foot of the Side Under-Ride Guards.

3. Compliance

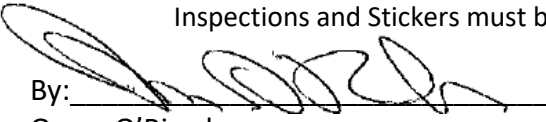
3.1 All Large Vehicles subject to the Ordinance and these Regulations shall comply with these Regulations and the City of Boston Code of Ordinances, Chapter 4, Section 4-8, and shall have all convex mirrors, cross-over mirrors, Side Under-Ride Guards, and decals inspected and approved by the City of Boston Inspectional Services Department. Upon successful completion of the inspection and approval by the City of Boston, all Large Vehicles shall be affixed with the City of Boston Inspectional Services Department's compliance certification sticker ("Sticker").

3.2 A fee to cover the costs associated with the City of Boston's inspection and Sticker shall be determined by the City of Boston Commissioner of the Inspectional Services Department and paid by the applicant / owner of the Large Vehicle.

3.3 Certification and receipt of the City of Boston Sticker must occur prior to any delivery of supplies, services, design and /or construction within the City of Cambridge by any Large Vehicle subject to the requirements of the Ordinance and these Regulations.

3.4 Any Large Vehicle that already has a current City of Boston Sticker does not need to submit to further inspection by the City of Boston Inspectional Services Department until two years has passed since its original certification, unless the convex mirrors, cross-over mirrors, Side Under-Ride Guards, or decals have been damaged, worn, removed, replaced or modified in any way since the last inspection.

3.5 Large Vehicles must display their Sticker, which shall denote the year of inspection. Inspections and Stickers must be updated biennially.

By: 
Owen O'Riordan
Commissioner of Public Works

Date: July 1st 2021

By: 
Joseph Barr
Director of Traffic, Parking and Transportation

Date: July 1, 2021

**City of Cambridge
Articles of Agreement**

**Commodity:
File Number:**

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

**Address:
Telephone, Fax, E-mail:**

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

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

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

Contract Value: \$

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

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

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

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

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

Article VIII. Governing laws and ordinances. This Contract is made subject to all the laws of the Commonwealth and the Ordinances of the City and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void (the remainder of the Contract shall not be affected) and the laws or ordinances shall be operative in lieu thereof. Vendor agrees that it shall comply with the Truck Safety Ordinance, contained in Section 2.112.080, et seq., of the Cambridge Municipal Code, and all associated rules and regulations promulgated thereunder, if this contract is for an amount equal to or in excess of \$10,000 per year.

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

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

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

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

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

The City:

The Contractor:

City Manager

Signature and Title

Purchasing Agent

Approved as to Form:

City Solicitor