



City of Cambridge
FILE NO. 8364

Request for Proposals to Develop a Future of Mobility Implementation Blueprint

Sealed proposals will be received at the Office of the Purchasing Agent, Room 303, City Hall, 795 Massachusetts Avenue, Cambridge Massachusetts 02139 prior to **11:00 a.m. on 1/24/2019** for providing the following services to the City of Cambridge:

The City of Cambridge (“the City”) is seeking proposals from a qualified consultant or consultant team of forward thinking planners, policy analysts, engineers, and/or legal advisors to help the City develop a Future of Mobility Implementation Blueprint. The consultant or consultant team selected for this project will use the existing best practice research on the future of mobility listed in this RFP as a foundation to develop the Blueprint.

Copies of the Request for Proposal may be obtained at the Office of the Purchasing Agent on or after **11:00 a.m., 01/03/2019**. City Hall hours are: Mondays from 8:30 a.m. to 8:00 p.m., Tuesdays through Thursdays from 8:30 a.m. to 5:00 p.m., and Fridays from 8:30 a.m. to noon. This RFP may be downloaded from the City’s website: www.cambridgema.gov, online services, Purchasing Bid List, Current Bid List, Regular RFP, **File No. 8364**. The City reserves the right to reject any or all proposals, waive any minor informalities in the proposal process, and accept the proposal deemed to be in the best interest of the City.

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

Questions concerning the Request for Proposals must be submitted in writing by **4:00 p.m., 01/14/2019** to Elizabeth Unger, at the address above or by email at: Purchasing@cambridgema.gov. Answers to substantive questions will be posted in the form of addenda.

Two separate sealed envelopes, a sealed envelope containing one (1) original and seven (7) copies of the non-price technical proposal marked “Future of Mobility Implementation Blueprint Non-Price Proposal,” and one (1) envelope containing the price proposal marked “Price Proposal- Future of Mobility Implementation Blueprint” must be received by Elizabeth Unger, Purchasing Agent, City of Cambridge, 795 Massachusetts Avenue, Cambridge, Massachusetts 02139 prior to **11:00 a.m., 01/24/2019**. 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 bids 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.

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 90 days from the deadline for submission of proposals or until it is formally withdrawn, a contract executed, or this RFP is canceled, whichever occurs first.
2. The Purchasing Agent shall cancel the contract if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year.
3. A sample contract is attached hereto. The bidder **must** be willing to sign the City's contract. The City will not accept a bidder's terms & conditions.
4. Rule for Award: The City will award a contract to the proposer submitting the most advantageous proposal taking into consideration the 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 90 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 \$15.64 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 contract duration shall be from date of execution through June 30, 2020 in accordance with the phases listed in the RFP.
8. The City reserves the option to extend the contract in the sole discretion of the City.

INSTRUCTIONS TO PROPOSERS

1. **Two separate sealed envelopes, a sealed envelope containing one (1) original and seven (7) copies of the non-price technical proposal marked “RFP to Develop a Future of Mobility Implementation Blueprint Non-Price Proposal,” and one envelope containing the price proposal marked “Price Proposal – RFP to Develop a Future of Mobility Implementation Blueprint”** must be received by the Purchasing Agent, City of Cambridge, 3rd floor City Hall prior to **11:00 a.m., 01/24//2019**. 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. Parking is limited at City Hall and it is strongly recommended that proposals are mailed or delivered in advance of the due date and time. Late proposals will not be accepted.
2. The signature of the authorized official(s) must be provided on all the proposal forms. All proposals should be double-sided in conformance with the City's recycling policy.
3. The signature of the authorized official(s) should be organized and presented as directed. Accuracy and completeness are essential. The successful proposal will be incorporated into a contract; therefore, proposers should not make claims that they are not prepared to commit themselves to contractually.
4. The Price Summary Form must be completed as instructed. No substitute form will be accepted. Pricing must remain firm. The 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: Email : Purchasing@cambridgema.gov. No requests or questions will be accepted after **4:00 p.m., 01/14/2019**. 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 "RFP to Develop a Future of Mobility Implementation Blueprint - Modification to or Withdrawal of Proposal."

EVALUATIONS OF THE PROPOSALS

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

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

Proposals that meet the Quality Requirements will be reviewed for responses to the Comparative Evaluation Criteria.

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

Future of Mobility Study Request for Proposals

Background

Planning for the future of mobility is essential to planning the future of Cambridge. Thanks to new travel options and rapidly evolving technology, the way we get around our city and the region is changing very quickly. Where bike lanes were once occupied exclusively by people on bikes, they are now home to people riding electric scooters, motorized skateboards, and new self-balancing micromobility devices, with new types of devices being introduced regularly. Autonomous vehicles are being tested locally and around the world. Shared transportation and bike share systems are enticing people who want more flexible on-demand services to shift from other modes. The use of electric power is also changing mobility options and some entities have created sunset targets for diesel or gas-powered vehicles. Replacing fossil fuels in motorized vehicles is an effective emissions reduction strategy, while electrification of non-motorized vehicles, like scooters and skateboards, increases their range and convenience.

There are many reports available that contemplate the Future of Mobility. They tell us that we can expect transportation to be automated, electric, shared, and to include new micromobility options like scooters, with an increase in goods movement. Whether it's called Mobility as a Service (MaaS) or Mobility on Demand (MOD), it's clear that people are becoming comfortable sharing vehicles with strangers—they're using carshare, bikeshare, carpools, ridehail services, taxis, and car rentals in ever greater numbers. There also seems to have been a shift in the degree to which people are willing to share rides with strangers, judging from the popularity of app-based carpooling services, such as LyftLine and UberPool.

Futurists make the case that people stand to experience improved safety, accessibility, convenience, affordability, and equity while enjoying lower transportation GHG emissions, but also warn that cities must take an active role in guiding the transition to a new mobility. Researchers, planners, and policy makers widely agree that if we don't lay a thoughtful groundwork today, we could find ourselves in a future with more traffic, more harmful emissions, less safe streets, minimal access to trip data, vulnerabilities in personal data, and costly services that are out of reach for people with lower incomes.

Given the uncertainties of this new reality, the City of Cambridge is seeking a qualified consultant or consultant team of forward thinking planners, policy analysts, engineers, and/or legal advisors to help the City develop a Future of Mobility Implementation Blueprint. The recommended actions will enable a better, cleaner, more efficient and equitable transportation experience for all people who live in, work in, and visit the City. The consultants selected for this project will use the existing best practice research on the future of mobility (listed below) as a foundation to develop the Blueprint. The Blueprint will contain concrete actions for the City to transition from our existing mobility system to a future in which we meet our mobility, safety, and climate goals. This work will result in both the development of future scenarios, and also short-term recommendations to set the City on the path to transition to that future.

The selected consultant team will be responsible for completing the tasks detailed in the Scope of Work as directed by City Staff and with input from City Manager-appointed advisory groups in public meetings. Some of the tasks can be completed in parallel and others are sequential. Note that the selected consultant will be expected to exhibit a significant amount of creativity and flexibility in completing these tasks, as they work together with the advisory group to understand mobility issues in greater detail and develop recommendations.

Guiding Principles

For nearly 25 years, Cambridge has adopted policies and built infrastructure to help people shift from driving alone to walking, biking, taking transit, and carpooling. Cambridge also has a long history of taking action on climate change, advocating for both mode shift and electrification as key strategies to mitigate emissions.

The Future of Mobility Implementation Blueprint will help us more aggressively advance these goals and will need to adhere to criteria set forth in the City's existing and ongoing plans. Envision Cambridge, the City's long-range plan, lays out the following goals related to transportation:

- **Safe and Active Transportation:** Eliminate traffic fatalities and serious injuries while encouraging active living and improving comfort for people of all ages and abilities.
- **Equity and Accessibility:** Ensure a diverse set of travel options that meet the access and mobility needs for people of all ages and abilities.
- **Reliability and Efficiency:** Ensure transit and goods movement reliability, and encourage the use of space-efficient modes, such as walking, biking, taking transit, and carpooling.
- **Community Character and Vitality:** Ensure that the city transportation system supports shared community spaces and enhances neighborhood streets.
- **Connectedness and User Friendliness:** Create an easy-to-understand, integrated, continuous, and comfortable transportation network.
- **Climate Resilience and Environmental Health:** Achieve a carbon neutral transportation system and adapt to climate change.

Scope of Services

Our goal is to create a Future of Mobility Implementation Blueprint to help us prepare for and shape new mobility options in a way that meets our community goals, meets the mobility needs of all people who live in, work in, and visit Cambridge, and is well integrated with our sustainable transportation system. This transition will need to address equity and incentivize high-occupancy, high-density of passengers per space, shared, and electric vehicles. The Implementation Blueprint will provide clarity and specific, practical direction for strategies that support diverse transportation options and technological innovations, such as micromobility devices, electric vehicles, and autonomous vehicles, while ensuring that these changes do not adversely impact progress towards other City commitments related to safety, equity, traffic congestion, and GHG emissions.

After reviewing numerous existing reports on the future of mobility, as a starting point, we have determined these to be the most relevant to Cambridge's vision for a positive transportation future. Proposals should be based on an understanding of the findings and principles described in these reports, and we invite bidders to propose additional resources

- Seattle New Mobility Playbook (SDOT, Sept 2017)
- Urban Mobility in a Digital Age (City of LA Office of the Mayor and DOT, Aug 2016)
- Harnessing the future of mobility: How governments can enable a better transportation experience for all citizens (Deloitte Insights, 2018)
- An Urban Agenda for Autonomous Vehicles: Embedding Planning Principles into Technological Deployment (TRB paper by Yonah Freemark and Jinhua Zhao, 2018)
- Shared Mobility Principles for Livable Cities

Task 1: Future of Mobility Implementation Blueprint Advisory Group

The consultant team shall work with City staff to convene and manage feedback and input from an advisory group appointed by the City Manager to provide community insight during the development of the Future of Mobility Implementation Blueprint. This is not a visioning exercise; instead, existing city goals will be communicated to the advisory group and used as an existing framework within which the advisory group will review and provide feedback on the Blueprint development and final deliverables. The consultant shall propose an organizational structure, workflow, timeline and agendas for the advisory

group activities. The timeline proposal must include the number of meetings and number of hours per meeting, as well as any other feedback mechanisms anticipated for communicating with the advisory group. The makeup of the advisory group is contingent on City Manager appointments, but may include the following types of stakeholders:

- Representative from the Bike Committee
- Representative from the Pedestrian Committee
- Representative from the Transit Advisory Committee
- Representative from the Vision Zero Advisory Committee
- Representative from the Climate Protection Action Committee
- Representative from the License Commission
- Representative from the Department of Public Works
- Representative from the Traffic, Parking, and Transportation Department
- Representative from the Public Health Department
- Representative from the Cambridge Police Department
- Representative from the CRLS student population
- Representatives from key underserved communities to be determined
- Representatives from transportation advocacy groups (Livable Streets Alliance, Cambridge Bike Safety, WalkBoston)
- Representative from local mobility company (Superpedestrian)
- Representatives from Boston, Somerville, Brookline
- Representative from state agency, such as MassDOT or MBTA
- Representatives from residential and commercial property owners

The consultant team will be expected to support all aspects of the advisory group, including organizing the format and content for the advisory group meetings, and compiling feedback. City staff will also participate in the advisory group, but the consultant team is expected to take the lead on most aspects. City staff will coordinate on all logistics (venues, invitations, audio/visual, etc.).

Deliverables:

1. An advisory group meeting plan and schedule for up to 4 meetings. The advisory group meeting plan should include the format, prepared materials for review by the advisory group in accordance with the proposed schedule and format.
2. Facilitation of up to 4 advisory group meetings.
3. Meeting notes for all advisory group meetings.

Task 2: Transportation Assessment and Future Projections

The consultant shall review existing plans, policies, and regulations that relate to transportation and mobility options in Cambridge. The goal of this task is to identify barriers and opportunities that would allow Cambridge to shape how new mobility options are implemented and prepare for a better and cleaner transportation experience. Transportation trend concepts should include, but are not limited to the following:

- Autonomous vehicles
- Electric vehicles
- Shared mobility (carshare, bikeshare, scooter-share, ride-hail, public and private mass transit)
- Mobility on demand (the use of app-based mobility services, integrated transit networks, real-time data, connected travelers, and cooperative Intelligent Transportation Systems)

Request for Proposals to Develop a Future of Mobility Implementation Blueprint

- Micromobility devices (scooters, e-bikes, etc.)
- Fleets and goods movement, including municipal fleet
- Optional: Land use as it relates to current and future transportation trends (# sq. ft. currently paved for 1) public and private parking, 2) vehicle charging, 3) walking, 4) biking, and 5) vehicle travel lanes). Also consider traditional impacts on land use, zoning, and built form as it affects private property.

The consultant shall also develop transportation metrics and projections for key mobility trends, advising the City on key metrics to track and measure these trends over time. Metrics and future projections could include but are not limited to the following:

- Future mode share expectation.
- Using existing traffic volumes on major corridors, predict future traffic volumes under various scenarios, such as: People shift from public transit to autonomous single-occupancy vehicles (SOV), People shift from SOV to autonomous high-occupancy vehicles and high-density of people per space (micromobility services).
- Number of vehicles registered in Cambridge by fuel type and vehicle class.
- Number of parking permits issued per neighborhood.
- Demand for carshare, station-based and dockless bikeshare, carpools, ride-hail, e-bikes, personal mobility devices.
- Transportation infrastructure (EV charging stations, on-street and off-street parking spaces, bike racks, etc.).

Based on the review, analysis and future projections completed as part of this task, the consultant shall identify critical physical, regulatory, and other barriers to supporting and preparing for a changing transportation future. The consultant shall recommend actions necessary for the city and state to best prepare to transition to and support a transportation future that meets community goals and mobility needs. Building in flexibility will be key, as we cannot anticipate the full range of innovations yet to be introduced.

- The City will make available to the consultant relevant City and state policies, regulations, and plans, and data. Plans include the Envision Cambridge citywide plan, the Vision Zero Action Plan, the Bicycle Network Plan, the Transit Strategic Plan, the Pedestrian Plan, the Climate Action Plan, Climate Resiliency Plan, and the 5 Year Street and Sidewalk Reconstruction Plan. Policies and regulations include the MA Global Warming Solutions Act Requirements for Transportation, Executive Order 569, MA state law governing scooters and other personal mobility devices, the Cambridge traffic regulations, Cambridge license to display sidewalk merchandise, the Cambridge zoning code including parking requirements table, the Vehicle Trip Reduction Ordinance, the Parking and Transportation Demand Management Ordinance, Focus40, MassDOT CIP, and the MassDOT Delivery Solutions Study, once complete.
- The consultant shall identify additional Federal, State, regional, and industry plans, reports, studies and data sets that are helpful in identifying key barriers and strategies for adopting new mobility options in Cambridge and supporting electrification of motorized modes of transportation. For example, the NACTO Active Transportation Guidelines and the Shared Principles for Livable Cities, and “Accommodating Garage Orphans” report, commissioned by Eversource and completed by WXY Consultants).
- The City will share recent, relevant community feedback already gathered through other planning processes, such as the Envision Cambridge public outreach and sector specific working groups.

Deliverables:

1. A slide deck that includes the following:
 - a. Summary of key transportation trends expected to play a significant role in Cambridge's transportation future.
 - b. Summary of barriers and opportunities for Cambridge in shaping the future of transportation to meet our goals related to transportation.
 - c. Summary of future projections, primarily composed of charts and graphs that visually represent data projections, with clearly labeled and documented data sources.
 - d. Talking points for each slide.
2. An Excel document that includes, the key metrics, raw data, assumptions, and calculations used in analyzing current trends and future transportation projections.
3. A comprehensive draft list of recommended short- and long-term actions that would allow Cambridge to shape the future of mobility in a way that meets our transportation goals. This should be a "Think Big" list and should be developed without considering constraints.

Task 3: Future of Mobility Implementation Blueprint

During the development of the Future of Mobility Implementation Blueprint the consultant shall rely on city staff, with input from the advisory group, to review work products, provide feedback that refines the draft recommended strategies and actions from Task 2, and provide feedback on general Implementation Blueprint development. A draft outline of the Future of Mobility Implementation Blueprint shall be developed and shared with the advisory group for approval at the beginning of this task.

Evaluation and refinement of the draft recommended strategies and actions should include the following considerations:

- Equity and safety: equity across the entire transportation landscape, and within individual mobility options, physical accessibility, economic accessibility. Safety of all residents and visitors walking, cycling, using transit, driving, or moving around Cambridge another way
- Policy, programs and regulations: key policy, programmatic and regulatory levers that allow the City to shape the future of mobility.
- Infrastructure: land use, built environment, transportation infrastructure, grid impacts of electrification.
- Business models and partnerships: strategic partnerships, financing, models for profitability/financial sustainability, incentives, congestion pricing, time-of-use pricing, fair market value of public space.
- Emerging technologies: wireless networks, GPS/sensors, big data and predictive analytics, mobile devices.
- Impacts: relative contribution towards health, safety, emissions reduction and resiliency goals, paved area, battery production/disposal. Costs and savings.

The final Future of Mobility Implementation Blueprint shall include the following elements.

1. An Executive Summary

2. Transportation Goals

The Future of Mobility Implementation Blueprint shall state the City's already established transportation, climate change and equity goals, as well as any new goals or objectives that inform or relate to the Future of Mobility Implementation Blueprint. The City will provide these goals to the consultant.

3. Summary of Task 2: Transportation Assessment and Future Projections

The Future of Mobility Implementation Blueprint shall include a description, summary, and visualizations from Task 2 deliverables to provide context for the key strategies and actions that are included in the Blueprint.

In addition, this section shall include a brief discussion of the relevant data sources that currently exist and were used for Task 2 analysis, as well as what additional universal data requirements and/or specifications are needed to best plan for and manage our transportation future.

4. Future of Mobility Strategies and Actions

The Future of Mobility Implementation Blueprint shall clearly define strategies and actions that will allow the broader region to prepare for and support new mobility options and transportation electrification quickly and in a way that supports community goals. Actions shall include a detailed description with the expected timeframe for beginning and completing the action (short, medium and long-term), key stakeholders and roles for implementing the action, key obstacles, and a brief description and relative ranking of each strategy or action in relation to the evaluation criteria listed above. For long-term strategies, the consultant shall identify any intermediate steps or enabling actions needed to the short term to prepare for implementation of the long-term strategies.

The Future of Mobility Implementation Blueprint shall also highlight key actions that the City may need to take/pursue to enable implementation of the strategies and actions in the Blueprint. For example, the consultant may need to review current municipal codes, siting and permitting processes, or parking, design and zoning regulations as they relate to specific strategies and recommend actions that will enable private landowners or other community stakeholders to implement actions in the Blueprint. While key strategies of the Blueprint may be primarily implemented by partners or community stakeholders, the Blueprint should focus on the City's role in preparing for and enabling those key strategies in a way that supports the City's transportation goals.

5. A list of key talking points to use when communicating the Future of Mobility Implementation Blueprint to other City staff and/or the general public.

Deliverables:

All deliverables shall be submitted in editable format, as well as be concise and visually appealing.

1. One outline of the Future of Mobility Implementation Blueprint for City staff and advisory group review. Consultant will be expected to incorporate one round of edits from the City.
2. One draft document or documents for City staff and advisory group review that includes the five specific items listed in the description of Task 3. Consultant will be expected to incorporate one round of edits from the City.

3. One final draft of the document or documents provided as Deliverable #2 with edits from the advisory group and/or City staff. Consultant will be expected to incorporate one round of edits from the City.
4. One PDF version of the document or documents.

Task 4. Residential/Neighborhood EV Charging Pilot Feasibility/Design

One of the short terms actions in the Future of Mobility Implementation Blueprint shall be to implement a residential EVSE charging network pilot in Cambridge, to explore how the City might support equitable charging access for residents who do not have access to private, off street parking in which they can install a private EVSE. Based on information gathered in Task 1 and the work completed as part of the Blueprint development, the consultant team shall recommend a Residential/Neighborhood EVSE network expansion pilot program that the City could begin to implement in FY20. The consultant team shall evaluate options and recommend a residential/neighborhood EVSE network expansion pilot design. The pilot design shall evaluate and make recommendations related to the following elements and shall be specific to the City's residential/neighborhood charging use case.

- EVSE siting
- Hardware and software products
- Parking policies and regulations
- Use fees
- Ownership/partnership models
- Synergies with electrification of other transportation sectors, and other City goals

The pilot design and evaluation shall include key performance metrics and methods to gather public feedback, and shall help the City identify criteria, business models and regulations to support future public EVSE network development.

Deliverable:

1. An actionable pilot program for neighborhood EVSE charging that includes specific implementation and evaluation plans.

Task 5: Proposed Regulatory Strategy

Throughout the Blueprint development, the Consultant shall work with the City to identify state or city regulations that need to be amended or adopted in order to prepare for and support the future of mobility in a way that meets our community goals. The City and the Consultant will identify at least two (2) and no more than five (5) key regulations, either existing or new, that should be addressed in the short-term. The Consultant shall outline for each a conceptual framework and rationale (NOT specific regulatory language) for amending or adopting the key regulations identified through this task.

Deliverable: For each of the regulations addressed in this task, either a summary of the key issues, and the existing regulatory language and proposed edits (if an existing regulation), OR a summary of the key issue and recommended regulatory conceptual framework (if no current regulations address the issue).

Task 6: Public Engagement Approach

Engaging with the general public about the Future of Mobility Implementation Blueprint, both during development and implementation, is critical to achieving mobility improvements that meet the community's needs, has community support, and allows the City to implement the Blueprint in a way that is responsive to both changing technologies and the community's changing mobility needs.

The consultant shall recommend outreach and engagement tools that address equity issues and can be used to engage with community members about the Blueprint, and to collect feedback on various aspects of the Blueprint over time.

The public engagement approach should clearly define outreach techniques and tools to be used during development of the Blueprint, and afterwards for regular and continuous engagement with the community about the Blueprint.

Deliverable: Two different type of public engagement activities or devices, that go beyond traditional public meetings, the City could use to engage in both 1) outreach/education and 2) solicitation of feedback from Cambridge residents, workers, fleet owners, visitors and other community members about the future of mobility.

Proposal Requirements

a. Introduction

A brief summary of the consultant's experience and qualifications related to the RFP

b. Proposal

A detailed description of how the consultant would approach each of the Task in the Scope of Work and ensure that deliverables are met.

c. Proposal Specifications

- i. A proposed schedule and timeline for completion of the Future of Mobility. The proposed timeline should reflect two phases to be determined by the proposer. **Phase 1 shall be completed by June 30th 2019** and shall be no more than \$120,000. **Phase 2 shall be completed by June 30th 2020** and shall be no more than \$50,000
- ii. Price proposal (which must be submitted separately from the technical proposal in a sealed envelope using the price proposal form included in this request for proposals) as a lump sum for services provided by the proposer to meet the deliverables described in the Scope of Work per the two-phased structure of the proposal, with Phase 1 being no more than \$120,000 and Phase 2 being no more than \$50,000

d. Professional Qualifications

- i. Resumes for all persons participating in the response, including a brief description of each person's responsibilities related to this project proposal.

e. Quality Requirements Form

f. Relevant Experience, Work Samples, and References

- i. Three references for similar work completed for other entities. Please include the name, telephone number and email for a contact person for each of the reference projects, as well as the year of the project, and a general description of the project.
- ii. Sample of work products from similar municipal projects, including reports and presentations, that demonstrates the consultant's content and design capabilities.

g. Interview

- i. All proposers who meet the minimum quality requirements specified will be interviewed as part of the evaluative process of the RFP (see criterion six)

Quality Requirements

1. The proposer has the capacity and expertise to complete all requirements put forth in the Scope of Work.
Yes No

2. The proposer has relevant and recent (recent being within the past 5 years) experience conducting transportation related data collection and analysis
Yes No

3. The proposer has relevant and recent (recent being within the past five years) experience developing transportation plans
Yes No

4. The proposer has relevant and recent (recent being within the past five years) experience conducting multi-stakeholder engagement and outreach.
Yes No

5. The proposer is able to commence work within 15 days of notice of award and is able to complete the services according to the schedule provided in this Request for Proposals.
Yes No

Comparative Evaluation Criteria

Successful proposals will include at a minimum, examples of recent mobility plans completed by the responder, including the general outline of tasks and goals achieved in the project.

Responders to this Request for Proposals will also be evaluated according to the following criteria, which are intended to assist the City in evaluating the responder's qualifications. Responses to the following criteria should be brief, yet complete.

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

Criterion One: Demonstrated experience analyzing transportation data and trends.

Highly Advantageous - To receive a highly advantageous rating the respondents shall be able to provide examples of three (3) or more completed transportation studies that include analysis of potential/anticipated shifts in existing transportation related conditions (such as parking demand, traffic patterns, public transit ridership etc.) caused by new mobility technologies (such as automated vehicles, micromobility, ride-hail services, and electric vehicles), at least two of which were completed at a city-wide or regional transportation scale.

Advantageous – To receive an advantageous rating, the respondent shall be able to provide one to two examples of completed transportation analysis for new mobility trends, such as automated vehicles, micromobility, ride-hail services, and electric vehicles which were completed at a city-wide or regional transportation scale.

Not Advantageous – To receive a not advantageous rating, the respondent shall be able to provide one or more examples of completed transportation analysis for new mobility trends, such as automated vehicles, micromobility, ride-hail services, and electric vehicles which were not completed at a city-wide or regional transportation scale.

Criterion Two: Demonstrated ability to conduct multi-stakeholder community engagement and outreach.

Highly Advantageous - To receive a highly advantageous rating the respondents shall be able to provide examples of three (3) or more public outreach and engagement campaigns that focused on transportation and made use of multiple tools or methods for reaching diverse audiences, at least one of which demonstrates how the campaign was successful in building consensus about a contentious issue.

Advantageous – To receive an advantageous rating, the respondent shall be able to provide examples of 3 or more public outreach and engagement campaigns that made use of multiple tools or methods for reaching a diverse audience, and demonstrate how the campaign was successful.

Not Advantageous – To receive a not advantageous rating, the respondent shall be able to provide examples of public outreach and engagement campaigns focused on transportation.

Criterion Three: Demonstrated experience identifying critical and actionable pathways for short and long-range planning

Highly Advantageous - To receive a highly advantageous rating the respondents shall be able to provide examples of three (3) or more completed projects for which they evaluated and identified critical transportation and mobility related strategies and actions for both short and long planning horizons, at least 2 of which demonstrate that the recommended strategies and actions were realistic and able to be implemented.

Advantageous – To receive an advantageous rating, the respondent shall be able to provide examples of one to two projects for which they evaluated and identified critical transportation and mobility related strategies and actions for both short and long planning horizons.

Not advantageous – To receive a not advantageous rating, the respondent shall be able to provide examples of projects for which they evaluated and identified critical strategies and actions for both short and long planning horizons.

Criterion Four: Demonstrated experience working with multi-stakeholder, appointed advisory groups.

Highly Advantageous - To receive a highly advantageous rating the respondents shall be able to provide examples of three (3) or more completed projects for which they managed an advisory group to inform a short- or long-range plan.

Advantageous - To receive an advantageous rating the respondents shall be able to provide examples of one or two completed projects for which they managed an advisory group to inform a short- or long-range plan.

Not Advantageous – To receive a not advantageous rating, the respondent shall be able to provide examples of projects for which they worked with an advisory group to inform completion of a project.

Criterion Five: Demonstrated experience creating flexible and continually relevant planning documents

Highly Advantageous - To receive a highly advantageous rating the respondents shall be able to provide examples of three (3) or more completed projects for which they created a transportation planning framework that was flexible and responsive to future uncertainty.

Advantageous – To receive an advantageous rating, the respondent shall be able to provide examples of three (3) or more projects for which they created a planning framework that was flexible and responsive to future uncertainty.

Not Advantageous – To receive a not advantageous rating, the respondent shall be able to provide examples of projects for which they created a transportation planning framework.

Criterion Six: Evaluation of an oral presentation or interview

Highly Advantageous – To receive a highly advantageous rating the respondent shall be able to give a presentation that is clear, well-organized, simply communicated and demonstrates the respondent’s ability to execute high quality work, command of transportation planning issues and new mobility trends, ability to create useful and flexible planning frameworks and action plans, and ability to conduct successful community engagement and outreach.

Advantageous – To receive an advantageous rating, the respondent shall be able to present examples of projects that demonstrate the respondent’s ability to execute work related to the scope, such as command of transportation planning issues and new mobility trends, ability to create useful and flexible planning frameworks and action plans, and ability to conduct successful community engagement and outreach.

Not Advantageous – To receive a not advantageous rating, the respondent shall be able to present examples of projects related to the scope of work.

Price Proposal Form

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. Price must remain firm for the entire contract unless the hourly rate is reduced.

This is a not to exceed fixed price proposal. The total bid price must be complete and include all costs associated with providing the services in accordance to the Scope of Work, Specifications and Deliverables including all other details referenced in this Request for Proposal.

Total Lump Sum Fee Phase One: \$ _____

Total Lump Sum Fee Phase One in words: _____

Total Lump Sum Fee Phase Two: \$ _____

Total Lump Sum Fee Phase Two in words: _____

Total Price Proposal Both Phases: \$ _____

Total Price Proposal Both Phases in Words:

All phases are dependent upon the appropriation and availability of funds.

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

Signature of Individual submitting proposal: _____

Name of business: _____

Address of Bidder: _____

Telephone Number: _____

Email Address: _____

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

() Corporation, incorporated in the State of: _____

() Partnership. Names of partners: _____

() Individual _____

THIS PRICE PROPOSAL FORM MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOP MARKED PRICE 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 since "disability", which is defined as a physical or mental impairment that substantially limits at least one "major life activity"; discrimination against a person having a history or record of such impairment; and discrimination against an individual regarded - even if inaccurately - as having such an impairment. The Act also expressly prohibits discrimination that is based on an individual's relationship or association with a disabled person.

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

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

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

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

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

Date: _____

(Print Name of person signing bid)

(Signature & Title)

Submit this form with your bid.

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>

City of Cambridge CORI Policy

1. Where Criminal Offender Record Information (CORI) checks are part of a general background check for employment or volunteer work, the following practices and procedures will generally be followed.
2. CORI checks will only be conducted as authorized by Criminal History Systems Board (CHSB). All applicants will be notified that a CORI check will be conducted. If requested, the applicant will be provided with a copy of the CORI policy.
3. An informed review of a criminal record requires adequate training. Accordingly, all personnel authorized to review CORI in the decision-making process will be thoroughly familiar with the educational materials made available by the CHSB.
4. Prior to initiating a CORI check, the City will review the qualifications of the applicant to determine if the applicant is otherwise qualified for the relevant position. The City will not conduct a CORI check on an applicant that is not otherwise qualified for the relevant position.
5. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determination of suitability based on CORI checks will be made consistent with this policy and any applicable law or regulations.
6. If a criminal record is received from CHSB, the authorized individual will closely compare the record provided by CHSB with the information on the CORI request form and any other identifying information provided by the applicant, to ensure the record relates to the applicant.
7. If, in receiving a CORI report, the City receives information it is not authorized to receive (e.g. cases with dispositions such as not guilty or dismissal, in circumstances where the City is only authorized to receive convictions or case-pending information), the City will inform the applicant and provide the applicant with a copy of the report and a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record* so that the applicant may pursue correction with the CHSB.
8. If the City of Cambridge is planning to make an adverse decision based on the results of the CORI check, the applicant will be notified immediately. The applicant shall be provided with a copy of the criminal record and the City's CORI policy, advised of the part(s) of the record that make the individual unsuitable for the position and given an opportunity to dispute the accuracy and relevance of the CORI record.
9. Applicants challenging the accuracy of the criminal record shall be provided a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record*. If the CORI record provided does not exactly match the identification information provided by the applicant, the City of Cambridge will make a determination based on a comparison of the CORI record and documents provided by the applicant. The City of Cambridge may contact CHSB and request a detailed search consistent with CHSB policy.
10. If the City of Cambridge reasonably believes the record belongs to the applicant and is accurate, then the determination of suitability for the position will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to the following:
 - (a) Relevance of the crime to the position sought;
 - (b) The nature of the work to be performed;
 - (c) Time since the conviction;
 - (d) Age of the candidate at the time of offense;
 - (e) Seriousness and specific circumstances of the offense;
 - (f) The number of offenses;
 - (g) Whether the applicant has pending charges;

Request for Proposals to Develop a Future of Mobility Implementation Blueprint

- (h) Any relevant evidence of rehabilitation or lack thereof;
- (i) Any other relevant information, including information submitted by the candidate or requested by the City.

11. The Personnel Department will assist affected departments, in assessing the suitability of candidates in accordance with paragraph 10 a through i above, to ensure consistency, fairness, and protection of employment opportunities and the public interest.
12. The City of Cambridge will notify the applicant of the decision and the basis of the decision in a timely manner.
13. CORI information shall not be disseminated or shared with any unauthorized employees or other, but shall be maintained in confidence consistent with the obligations of law.

Revised May 5, 2007

ORDINANCE NUMBER 1312

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

City of Cambridge

In the Year Two Thousand and Eight

AN ORDINANCE

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

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

Adding after Section 2.112.050 the following new sections:

SECTION 2.112.060

CORI SCREENING BY VENDORS OF THE CITY OF CAMBRIDGE

Sections:

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

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

2.112.062 Definitions

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

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

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

2.112.063 CORI-Related Standards of the City of Cambridge

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

2.112.064 Waiver

The City Manager may grant a waiver to anyone who or which has submitted a request for waiver if it is objectively reasonable; and the City Manager, or a delegate, shall report promptly in writing

Request for Proposals to Develop a Future of Mobility Implementation Blueprint

to the City Council all action taken with respect to every request for a waiver and the reasons for the decision.

2.112.065 Applicability

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

In City Council January 28, 2008.

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

Yeas 9; Nays 0; Absent 0.

Attest:- D. Margaret Drury, City Clerk.

A true copy;

ATTEST:-

D. Margaret Drury
City Clerk

CORI COMPLIANCE FORM

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

CERTIFICATION

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

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

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

Signature

(Name of Business)

NOTE:

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

Instructions for Completing CORI Compliance Form:

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

Submit this form with your bid.

ORDINANCE NUMBER 1376

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

City of Cambridge

In the Year Two Thousand and Fifteen

AN ORDINANCE

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

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

Chapter 2.121

LIVING WAGE ORDINANCE Sections:

2.121.010 Title and Purpose

2.121.020 Definitions

2.121.030 Living Wage

2.121.040 Waivers and Exceptions

2.121.050 Notification Requirements

2.121.060 Duties of covered Employers

2.121.070 Community Advisory Board

2.121.080 Enforcement

2.121.090 Severability

2.121.100 Effective Date

2.121.010 Title and Purpose.

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

2.121.020 Definitions.

For the purposes of this ordinance, the term:

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

(b) "Assistance" means:

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

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

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

(c) "Beneficiary" means:

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

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

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

(e) "Covered Employee" means:

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

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

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

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

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

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

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

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

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

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

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

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

2.121.030 Living Wage.

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

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

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

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

2.121.040 “Standard Compensation”

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

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

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

Request for Proposals to Develop a Future of Mobility Implementation Blueprint

(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.

Request for Proposals to Develop a Future of Mobility Implementation Blueprint

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

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

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

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

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

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

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

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

**City of Cambridge
Articles of Agreement
SAMPLE**

Commodity: XXXXXXXXXXXXXXXXXXXXX
File Number: #XXXX

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

Address:
Email address:

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

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

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

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, XXXXXXXX Department, 344 Broadway Cambridge MA 02139, to which it provided the service, not the Purchasing Department.**

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

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

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

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

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

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

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

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

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

The City:

The Contractor:

Louis DePasquale
City Manager

Signature and Title

Elizabeth Unger
Purchasing Agent

Approved as to Form:

Nancy E. Glowa
City Solicitor