City of Cambridge
File No. 10302
Request for Proposal for Harvard Square Kiosk Operator

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 Thursday, June 2, 2022 for providing the following services to the City of Cambridge:

The City of Cambridge is seeking a vendor to an Operator to manage the Harvard Square Kiosk, a roughly 550 square foot building in the heart of Harvard Square for the City of Cambridge.

This RFP may be downloaded from the City’s website: www.cambridgema.gov, online services, Purchasing Bid List, Regular RFP, File No. 10302. 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 technical, non-price proposal. Any mention of the fee in the technical, non-price proposal will subject the proposal to rejection.

Questions from proposers concerning the Request for Proposals must be submitted in writing by 11:00 a.m. on Wednesday, May 18, 2022, to Elizabeth Unger, by email at: Purchasing@cambridgema.gov. Answers to substantive questions posed by proposers will be posted in the form of addenda. Proposers are responsible for checking the City’s website regularly for addenda. The City shall not notify proposers individually of addenda.

Two (2) separate sealed envelopes, one (1) sealed envelope containing one (1) original and five (5) copies of the non-price technical proposal marked “Request for Proposal – File No. 10302 Request for Proposal for Harvard Square Kiosk Operator - Non-Price Proposal” and one (1) sealed envelope containing the price proposal marked “Price Proposal File No. 10302 - Request for Proposal for Harvard Square Kiosk Operator” must be received by Elizabeth Unger, Purchasing Agent, City of Cambridge Purchasing Department, Room 303, 795 Massachusetts Avenue, Cambridge, Massachusetts 02139 prior to 11:00 a.m. on Thursday, June 2, 2022. Any proposals received after such time will not be accepted, unless the date and time has been changed by addendum. Delivery to any other office or department does not constitute compliance with this paragraph, unless the proposals are received by the Purchasing Agent by the established deadline.

Elizabeth Unger
Purchasing Agent

Confidentiality and Public Records Law
All proposals or other materials submitted by the vendor in response to this Request for Proposal will be open for inspection by any person in accordance with the Massachusetts Public Records Law.
FILE NO. 10302 Request for Proposal for Harvard Square Kiosk Operator; SUBMIT PROPOSAL PRIOR TO: 11:00 a.m. on Thursday, June 2, 2022.

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

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

1. The proposer’s bid will remain in effect for a period of 120 days from the deadline for submission of proposals or until it is formally withdrawn, a contract executed, or this RFP is canceled, whichever occurs first.

2. The Purchasing Agent shall cancel the contract if funds are not appropriated and available to support continuation of performance in any fiscal year.

3. A sample contract is attached hereto. The bidder must be willing to sign the City’s contract. The City will not accept a bidder’s terms & conditions. Do not submit a proposal unless willing to execute the attached contract.

4. Rule for Award: The City will award a contract to the proposer submitting the most advantageous proposal taking into consideration the proposal’s Quality Requirements, Evaluation Criteria and composite ratings, references, and price.

5. Rates must remain firm or be reduced throughout the life of the contract. A Contract will be awarded within 120 days unless award date is extended by consent of all parties concerned.

6. The City of Cambridge Living Wage Ordinance is applicable. The current living wage rate is $17.19 per hour (the ordinance is attached).

7. The contract period shall commence on the date of execution of the contract by the City of Cambridge or soon thereafter. The City reserves the right, in its discretion, to extend the life of the contract at any time.

8. The City’s Truck Safety Ordinance is applicable. Proposers shall comply with the City’s Truck Safety Ordinance.
The undersigned certifies that this proposal is made without collusion with any other person, firm or corporation making any other proposal or who otherwise would make a proposal. The undersigned agrees to furnish the commodity or services in strict accordance with the proposal documents, which consist of this Request for Proposals and all attachments hereto. The submitted proposal must be without conditions, exceptions or modifications to the proposal document.

This proposal includes addenda numbered: ________________________________

SIGNATURE OF PROPOSER: ________________________________

TITLE OF SIGNATORY ________________________________

ADDRESS OF PROPOSER ________________________________

TELEPHONE NUMBER ____________ FAX NUMBER: ____________

EMAIL ADDRESS ________________________________

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

( ) Corporation, incorporated in the State of: ________________________________

( ) Partnership. Names of partners: ________________________________

( ) Individual: ________________________________
FILE NO. 10302 Request for Proposal for Harvard Square Kiosk Operator; SUBMIT PROPOSAL PRIOR TO: 11:00 a.m. on Thursday, June 2, 2022.

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

Equal Opportunity: The Vendor in the performance of the contract shall not discriminate on the grounds of race, color, religious creed, national origin or ancestry, age, disability, sexual orientation, marital status, family status, military status, source of income, or sex in employment practices or in the selection or retention of subcontractors, and in the procurement of materials or rental of equipment. The City may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph.

Taxes: Purchases made by the City are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax (except for gasoline) and any such taxes must not be included in the bid prices.

Quantities: Unless otherwise stated, the quantities set forth herein are ESTIMATES ONLY. The City reserves the right to purchase the commodity(ies) specified in any amount less than the estimated amount.

Bid Prices: Bid prices shall include transportation and delivery charges fully prepaid to the City of Cambridge destination. Where the unit price and the total price are at variance, the unit price will prevail.

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

Delivery and Packaging: Deliveries must be made in such quantities as called for in the purchase order and in the manufacturer’s original packages. All deliveries must be “inside” delivery with no assistance from City personnel. Tailgate deliveries will not be accepted. Rejected material will be returned to the vendor at the vendor’s expense.

Modification of Bids: Prior to bid opening, a bidder may correct, modify or withdraw its bid by making the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope indicating that it contains a modification or correction of the original bid submitted for the particular commodity and indicating the time and date of the bid opening.

Rejection of Bids: The City reserves the right to reject any and all bids if it is in best interest of the City to do so.

Award of Contract: Contract(s) will be awarded within forty-five days of the bid opening unless award date is extended by consent of all parties concerned. The continuation of any contract into the next fiscal year shall be subject to the appropriation and availability of funds.

Indemnity: Unless otherwise provided by law, the Vendor will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees.

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

Assignability: The Vendor shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the City.

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

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

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

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

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

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

A. Owner’s Protective Liability:
   Each Occurrence $1,000,000
   Aggregate $1,000,000

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

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

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

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

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

THE CITY RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO AMEND THE INSURANCE REQUIREMENTS SET FORTH ABOVE.
FILE NO. 10302 Request for Proposal for Harvard Square Kiosk Operator; SUBMIT PROPOSAL PRIOR TO: 11:00 a.m. on Thursday, June 2, 2022.

INSTRUCTIONS TO PROPOSERS
1. Two (2) separate sealed envelopes, one (1) sealed envelope containing one (1) original and five (5) copies of the non-price technical proposal marked “Request for Proposal – File No. 10302- Request for Proposal for Harvard Square Kiosk Operator - Non-Price Proposal” and one (1) envelope containing the price proposal marked “Price Proposal File No. 10302-Request for Proposal for Harvard Square Kiosk Operator” must be received by the Purchasing Agent, City of Cambridge, City Hall prior to 11:00 a.m. on Thursday, June 2, 2022. Chapter 30B requires that price proposals must be separate from technical proposals. Therefore, please make no reference to price in the non-price technical proposal. Failure to adhere to this requirement will result in disqualification. It is the sole responsibility of the proposer to ensure that the proposal arrives on time at the designated place. It is strongly recommended that proposals are mailed or dropped off to the locked drop box at the Rear Entrance of City Hall or directly to the Purchasing Department in advance of the due date and time. Late proposals will not be accepted.

2. The signature of the authorized official(s) must be provided on all the proposal forms. All proposals should be double-sided in conformance with the City's recycling policy.

3. The proposal should be organized and presented as directed. Accuracy and completeness are essential. The successful proposal will be incorporated into a contract; therefore, proposers should not make claims that they are not prepared to commit themselves to contractually.

4. The Price Proposal Form must be completed as instructed. No substitute form will be accepted. Pricing must remain firm. The bid submitted must be without conditions or exceptions.

5. Failure to answer any questions, to complete any form or to provide the documentation required will be deemed non-responsive and result in automatic rejection of the proposal unless the City determines that such failure constitutes a minor informality, as defined in Chapter 30B.

6. All interpretations of the RFP and supplemental instructions will be in the form of written addenda to the RFP specifications. Requests for clarification or any questions about information contained in the RFP should be addressed in writing to:

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

or emailed to: Purchasing@cambridgema.gov. No requests or questions will be accepted after 11:00 a.m. on Wednesday, May 18, 2022. An addendum will be issued and posted to the Purchasing website notifying all bidders of the questions and answers.

7. Proposals must be unconditional. However, prior to the proposal opening proposers may correct, modify, or withdraw proposals by written request to Elizabeth Unger, Purchasing Agent, City of Cambridge, Room 303, City Hall, 795 Massachusetts Avenue, Cambridge, MA 02139. A letter will be sufficient for withdrawal of a proposal up the date of the proposal opening. Any correction or modification to a proposal must be submitted in writing and in a sealed envelope labeled “File No. 10302 - Request for Proposal for Harvard Square Kiosk Operator - Correction or Withdrawal”

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

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

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

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

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

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

SUMMARY
The introductory portion of the proposal must include a letter of Transmittal signed by the individual authorized to bind the proposer contractually. The letter must include: the name of the individual(s) who is/are authorized to negotiate and sign a contract on the proposer’s behalf; the name, title, address and telephone number of the individual(s) who can supply additional information and a brief description of the overall services proposed. The signature of the authorized official(s) must be provided on all the proposal forms. All proposals should be double sided in conformance with the City's recycling policy. Failure to answer any question, to complete any form, or to provide the documentation required will be deemed non-responsive and result in automatic rejection of the bid unless the City determines that such failure constitutes a minor informality, as defined in Chapter 30B.
QUALITY REQUIREMENTS
A “no” response, any change or alternation to, or a failure to respond to any of the quality requirements will result in a rejection of your bid. Proposers must use the form provided in this document.

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

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

Anti-collision and Tax Compliance Certification
A signed copy of the form must be submitted with RFP

Cori Compliance Form
A signed copy of the form must be submitted with RFP

Wage Theft Form
A signed copy of the form must be submitted with RFP

Written Information Security Policy (Wisp) Affirmation
A signed copy of the form must be submitted with RFP

NAME OF PROPOSER:______________________________
Request for Proposals: Harvard Square Kiosk Operator

The City of Cambridge seeks an Operator to manage the Harvard Square Kiosk, a roughly 550 square foot building in the heart of Harvard Square in Cambridge, MA, in accordance with the sections of this document entitled Vision and Objectives and Operator Role and Responsibilities. The Operator would offer high quality and diverse programs and experiences in the Kiosk and surrounding Plaza, thereby supporting the social, civic, and economic life of Harvard Square. The Cambridge Office for Tourism will perform a supplemental role in limited circumstances, as outlined in this document.

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Vision and Objectives

The Harvard Square Kiosk and Plaza will be flexible, dynamic, and welcoming community assets that enhance the everyday life of Harvard Square, act as platforms for community gatherings, including civic, artistic, and social activities, and attract and serve a broad range of people, including residents, students, visitors, etc.

The interior of the Kiosk will function as a flexible space accommodating consistent and temporary community uses, as described below.

Daily Uses

A portion of the Kiosk will serve as a Visitor Information Center and provide information to visitors about Cambridge history, current activities and events, offices serving the public, and community life. Operational staff will provide guidance to visitors, assisting them with navigation, providing historical information about the area, offering brochures and/or other materials on activities and amenities, and providing print news materials for perusal and/or sale. If feasible, they may also sell tickets for nearby events.

Temporary Programming

Temporary uses will occur in a portion of the interior space during various periods throughout the span of a typical week, including informal public seating for gatherings. The Plaza will also accommodate a range of programming serving the community. Throughout a typical week, the Operator will host a variety of functions of varying intensities that contribute to the vibrancy of Harvard Square. The range of programming in the Kiosk will celebrate community and creativity, promote civic engagement, highlight the historical legacy of the area, support Cambridge businesses, nonprofits, and other organizations as well as Cambridge festivals and activities, inform passersby of City services, and contribute to making Harvard Square a more delightful, engaging place. The Plaza will function as a community resource for informal social seating and community gathering and would also occasionally host temporary uses.

The Operator may use a portion of programming to generate revenue to help offset operational costs (see: Operator Role and Responsibilities section for more detail on revenue generation). This programming may include temporarily hosting a group or business that pays to use the space for promotional activities that contribute to the life of Harvard Square and/or financial self-sufficiency of the operation, such as giving away free samples of a product or operating a fun or meaningful activity that relates to the work of this group. However, all activities in the Kiosk or Plaza will need to be fully open to the public, with no entrance fees, and there shall be an emphasis on nonprofit and community-based use.
Site History
The Harvard Square Kiosk was constructed in 1927-28 as a headhouse and entrance to the subway line below, replacing a larger headhouse built in 1912. In 1979, the Kiosk was disassembled, removed, and stored while most of the station below was demolished during construction work to extend the terminus of the Red Line from Harvard to Alewife. A new headhouse was constructed in its place, and in 1983, the Kiosk was reassembled with some modifications to accommodate its use as a newsstand, including exterior magazine racks and a projecting cashier’s booth. Since then, the City of Cambridge, which owns the structure, has leased it to multiple businesses operating as Out of Town News. The newsstand was originally founded in 1954, occupying a succession of stands that accompanied the Kiosk in what was then a small traffic island. During the construction of the Red Line extension, the traffic island was also expanded into the larger Plaza that exists today.

Project Background
In December 2017, the City engaged the Harvard Square Kiosk Architectural Restoration/Renovation consultant, a team led by Touloukian Touloukian Inc., to coordinate with City staff and community members to provide study, design, and construction administration services for restoration/renovation of the historic Kiosk.

During the same year, the City established the Harvard Square Kiosk and Plaza Working Group, composed of residents, business and property owners, representatives from local institutions, and subject matter experts, to create a vision for the future use, operation, and governance of the Kiosk and surrounding Plaza. The Working Group process involved broad public input, which provided a wide range of ideas to inform the Working Group’s discussions. Based on this community feedback, and with the support of City staff and the three primary project consultants (Project for Public Spaces, Halvorson Design, and Touloukian Touloukian Inc.), the Working Group developed recommendations captured in the Harvard Square Kiosk and Plaza Working Group Final Report and reflected in this RFP.

Kiosk Renovation and Plaza Reconstruction
The City Council appropriated $8.6 million for the redesign and reconstruction of the Plaza, to improve accessibility and enhance the flexibility of the space, and for the restoration and renovation of the Kiosk. The Kiosk is currently undergoing historic preservation and modernization to create a new civic meeting space that supports community programs. The design includes the historic revival of the building envelope, and a flexible operable window wall system that when fully open could support an indoor-outdoor room extending into the plaza – a seamless connection between the building and the highly active Harvard Square. The City will be bidding the Plaza Renovations project in the spring of 2022, with construction continuing until spring 2024. The City intends to bid the fit-out of the interior of the Kiosk as a separate contract, so that the selected Operator can provide input into its design, in collaboration with the City and the Cambridge Office for Tourism.
Operator Role and Responsibilities

This section includes expectations for the Operator’s role and responsibilities, which include operating and managing the Kiosk, as well as coordinating with the City and an Advisory Committee appointed by the City Manager to monitor the operational success of the Kiosk, and coordinating with and supporting the Cambridge Office for Tourism, which will occupy a portion of the space and lead the visitor information function.

Operations and Management

The primarily responsibilities of the Operator include operating programming in the Kiosk and Plaza and providing information for visitors. The Operator will be on contract for a 3-year period. Approximately the first year on contract would be while construction at the Kiosk is still ongoing, when the Operator would undergo planning and advise the City's design process for the Kiosk interior. Construction at the Kiosk is anticipated to be completed in time for Kiosk operation to start in May 2023, approximately.

Operate Programming

The Operator shall execute or commission a minimum of five events per month in the Kiosk and/or Plaza. One event is considered a distinct activity, occurring for some portion of a day, and may be repeated over the course of several months. This term is used synonymously with temporary activities within this document. The sum total of events in the Kiosk and Plaza over a given period constitutes a programming schedule.

Programming in the Kiosk and Plaza will include functions such as:

1. Small performances (e.g., jazz trio, poetry reading, etc.)
2. Voter registration and other civic functions
3. Art installations
4. Interactive and/or family-oriented programming (e.g., arts and crafts, storytelling, face painting, etc.)
5. Collection of warm-weather clothing or food donations
6. Small lecture or roundtable style events (e.g., book talks)
7. Exhibits/installations on the history of the area
8. Interactive installations (e.g., public piano, artistic sculptures/seating, etc.)
9. Sampling/promotion of goods, services, or activities for local schools, nonprofits, businesses, or other organizations (e.g., chocolate samples, poetry recitations, calligraphy lessons)
10. Outdoor markets (e.g., selling books, crafts, food/produce, etc.)
11. Other entertaining, educational, or festive activities

The City has the following objectives for the programming schedule at the Kiosk and Plaza. Not all these objectives constitute requirements for the Operator; however, the Comparative Evaluation Criteria section in this RFP provides a framework for the City to evaluate the strength of a given proposal.

1. Programming shall incorporate significant participation by local, nonprofit, and civic entities, as well as institutions and entities not based in Harvard Square. The Operator should note that smaller and more local entities are likely to have fewer resources than other entities, which should factor into the Operator’s approach to working with such groups.
2. The programming schedule shall include frequent events, keeping the Kiosk and Plaza active and contributing to a sense of safety and vitality in the area. Events shall cover a broad range of times of the day and week. The programming schedule shall also respond to changes in the seasons and rhythms of the year. For instance, the Operator shall carefully consider how to tailor its programming schedule to be as successful and relevant as possible during the following kinds of periods: cold weather, warm or hot weather, holidays, festivals, University events, and significant civic or historical dates. If necessary, during the first year of operation, the Operator may execute a more modest programming schedule than the second and following years.

3. In addition to planning and executing some more resource-intensive events, the Operator shall carefully incorporate strategies for more “passive” programming that offer high quality experiences in and around the Kiosk when events as such are not occurring and outside of periods of high tourism activity in the Kiosk. This passive programming approach shall ensure the Kiosk operates in a way that many people use the space each for relatively short periods, instead of relatively few people using the space for longer periods, which would effectively exclude other people from using the Kiosk. Examples of passive programming that may accomplish high user turnover, while necessitating less planning, promotion, preparation, and expense, include: interactive installations, art-making activities, exhibits, provision of food or drink, and other activities that are oriented toward relatively short periods of lingering. These more passive periods will account for a significant portion of the Kiosk’s hours of operation, so it is important that the Operator be creative and nimble in its approach, paying close attention to how people respond to different kinds of passive programming, and adapting the approach as needed.

4. The programming schedule must include diverse types of programming intended for diverse audiences. The Operator is encouraged to incorporate types of programming such as performances, interactive installations, educational events, art-making events, and social service or civic oriented events. Target audiences for programming include families and children, Cambridge residents, visitors, students, and other groups.

5. The programming schedule shall support, express, or relate to the values of the City. Envision Cambridge, the recently published citywide plan, expresses a series of “core values” for Cambridge (see that document for more detail on these terms): livability, diversity and equity, economic opportunity, sustainability and resilience, community health and wellbeing, and learning. Events do not all necessarily need to explicitly express a particular core value.

6. The programming schedule shall reflect the following goals (initially expressed in the Harvard Square Kiosk and Plaza Working Group Final Report): celebrate community and creativity, promote civic engagement, increase awareness of the history of the area, support Cambridge businesses and organizations and Harvard Square festivals and activities, and contribute to making Harvard Square a more delightful, engaging place.

Harvard Square is a vibrant place, where a significant amount of programming already occurs, including in the Plaza (see an illustrative calendar of events [here](#)). Operation of activities in the Plaza will be coordinated so that they do not unnecessarily duplicate activities elsewhere in the square. Specifically, adjacent to the Plaza is Harvard University’s Smith Campus Center, which includes flexible indoor and outdoor gathering spaces, including space for exhibitions, events, performances, and food offerings. Programming in the Kiosk and Plaza will complement these activities.
Programming in the Plaza must not obstruct paths of heavy pedestrian flow, specifically the following: the path abutting the storefronts along the edge of the Plaza; the primary pedestrian paths flowing from the MBTA headhouse entrance, and the pathway north of the Kiosk connecting the crosswalk at the northeast of the Plaza and the crosswalk immediately to the west of the Kiosk.

**Provide Information**

The Operator shall, in coordination with the Cambridge Office for Tourism, greet all visitors to the Kiosk in a friendly manner and provide direction to tourism materials provided by the Cambridge Office for Tourism (COT) during times when COT staff is not present. The COT will provide brochures and/or other materials (physical and/or digital) on activities, amenities, and services in Harvard Square and in Cambridge.

**Generate Revenue**

The operation of the Kiosk and Plaza may draw from a range of potential revenue streams and in-kind resources to offset operational costs, such as:

1. Selling tickets for walking tours, theater, concerts, and other local events
2. Sponsored activities (such as a fun activity or a concert series sponsored by a business)
3. Promotional activities for products, services, and nearby stores/restaurants (e.g., as providing samplings of products or dishes) and occasional sale of goods
4. Interior-facing displays with paid messages
5. Limited sale of goods, such as news, tourist memorabilia, goods produced by small locally owned businesses, etc.

See page 26 of the *Harvard Square Kiosk and Plaza Working Group Final Report* for estimates of projected expenses and potential revenue sources. Please note that these figures do not represent fixed or precise targets for the Operator to pursue.

The Operator shall observe the following requirements:

1. Businesses or organizations may pay the Operator to promote themselves through activations and may provide free samples of products or sell goods. Promotional activities and/or sales by businesses or organizations without a physical location in Cambridge shall occur in the Kiosk or Plaza on a total of no more than 7 days per month and no more than 60 days per year, except by written approval from the City Manager.
2. A single business or organization conducting sales or promotions in the Kiosk or Plaza shall do so on no more than 20 days per year, except by written approval from the City Manager.
3. Prior to receiving approval to exceed either of the previous limitations as noted above, the Operator shall first demonstrate (see: Evaluation of Operational Success, below) the value of proposed activities to the general public and good judgment in avoiding the use of excessively prominent commercial displays and formats in both past and proposed activities.
4. The Operator shall collaborate with Cambridge community organizations, institutions, and civic entities in its programming.
5. Ticket sales, news sales, or commercial activity directly related to visitor information that fall under "daily uses" are not subject to the limitations above.
6. Advertisements, promotions, sponsorships, and any other commercial activities that promote products such as alcohol, smoking of any substance (including marijuana and e-cigarettes),
violence, or firearms are prohibited. Additionally, any type of content which is false and/or misleading, contains sexually explicit words or imagery, or which promotes unlawful conduct or illegal goods, services, or activities are prohibited.

7. All displays or signs shall be placed and sized in such a way as to mitigate the impact on the transparency of the Kiosk, not interfere with the historical integrity of the structure, and avoid over-branding the structure or the surrounding space. The City reserves the right to prevent the use of any advertisements or signage, and the Operator must receive written approval from the City Manager before using any such signage (excluding temporary displays associated with events). All messages displayed on such signs shall adhere to applicable state regulations, which, among other restrictions, prohibit the use of video in outdoor signage in many outdoor settings.

For temporary activities involving businesses, the City encourages featuring small, locally-owned and/or run businesses and organizations when possible.

The City will pay the Operator up to $100,000 in the first year of operation, to supplement revenues generated by the Operator to offset operating costs. The City’s payment to the Operator for the second year of operation is subject to an increase at the City’s sole discretion.

At its sole discretion, the City may pay additional funds to the Operator to support the project beyond the $100,000 due to economic or other conditions.

**Hours of Operation and Staffing**

Operator must provide staff inside the Kiosk and/or in the Plaza during all hours of operation, and such staffing coverage would be supplemented by staffing and/or volunteer coverage from the Cambridge Office for Tourism (COT). Beyond this basic staffing coverage for the site, Operator activities shall include the following:

1. Basic maintenance and security of the Kiosk
2. Cleaning of the Kiosk and clearing of all materials and waste associated with Operator (or Operator-sponsored) activities in the Plaza
3. Onsite staffing (executing daily activity and temporary programming – supplemented by the COT)
4. Offsite management (planning and scheduling events, marketing and promotion, financial management, coordination with the Advisory Committee and City, etc.)

The COT will generally have priority in determining whether active programming hosted by the Operator shall occur in the Kiosk during the following periods, so as to preserve space in the Kiosk for use by tourism activity, as necessary:

- Peak tourism season (June through August): 10:00 AM – 3:00 PM
- Shoulder tourism season (September through November and March through May): 10:00 AM – 2:00 PM
- Off-peak tourism season (December through February): 11:00 AM – 1:00 PM

The COT will also provide staffing and/or volunteer coverage at the Kiosk during the following broader periods. This coverage can coexist with Operator-hosted programming at appropriate intensities based on the general volume of visitors at that time of year.

- Peak tourism season (June through August): 9:00 AM – 5:00 PM

**NAME OF PROPOSER:________________________________________________________
FILE NO. 10302 Request for Proposal for Harvard Square Kiosk Operator; SUBMIT
PROPOSAL PRIOR TO: 11:00 a.m. on Thursday, June 2, 2022.

- Shoulder tourism season (September through November and March through May): 10:00 AM – 3:00 PM
- Off-peak tourism season (December through February): 10:00 AM – 2:00 PM

After the Operator is hired, the City, the Operator, and the COT will coordinate an approach for operating the Kiosk in a way that is inclusive and equitable.

**Evaluation of Operational Success**

1. The Operator provides the following documents on a regular and timely basis:
   - Annual operation plans forecasting revenues, expenses, and programming strategy
   - Quarterly reports to track operational success, including revenues per source, expense reports, and a record of all programming and activities, along with basic information (such as attendee estimates or counts as feasible). Quarters shall start at the beginning of January, April, July, and October, and quarterly reports shall be submitted to the City within one month of the end of the associated quarter.
   - Statements from all partners providing revenue to the Operator describing the public benefit of the revenue generating activities (for instance, demonstrating that they express or relate to one or more of the following “core values” from Envision Cambridge, the citywide plan: livability, diversity and equity, economic opportunity, sustainability and resilience, community health and wellbeing, and learning).

The City Manager may grant the Operator relief from certain limitations on revenue generation if programming and operations are satisfactory and Operator has demonstrated good judgment in its approach to revenue generation.
Submission Requirements for Technical Proposal

**Project Approach**
Provide a narrative outlining how the Respondent’s approach will respond to the objectives outlined in this document. Important note: **It is imperative that the Respondent Team does not provide revenue or expense amounts in the technical proposal – this information must only be provided in the Price Proposal, or the proposal shall be disqualified.**

**Respondent Team**
1. Specify how long each entity on the Respondent Team has existed and/or been incorporated.
2. Specify how many years each entity on the Respondent Team have been executing or commissioning programming in public space.
3. Specify the total number of full-time staff (or equivalent) currently employed by the Respondent Team.
4. Specify the number of distinct entities the Respondent Team has cumulatively partnered with to execute or commission programming for the enjoyment of the general public. If too many to identify, please provide an estimate and list at least 10. Please also include a brief description of the programs executed and/or commissioned.
5. Specify any training that staff on the Respondent Team has undergone (or any similar efforts) to enhance interactions with specific underserved communities, such as people with disabilities, people experiencing homelessness, LGBTQ+ individuals, people with low incomes, etc.

**Plan of Services**
Provide a Plan of Services, which includes: basic information, a Programming Plan, a Staffing and Organization Plan, and a Revenue Generation Plan. Note: respondents are encouraged to review the **Comparative Evaluation Criteria** section for an indication of the City’s targets for various elements of these plans.

**Basic Information**
Provide the following information:

1. Specify the proposed daily hours of operation of the Kiosk. Ideally, hours are consistent from day to day, with possible seasonal variation. The minimum acceptable window is 10:00 AM to 8:00 PM daily, but a wider window (such as 7:00 AM to 10:00 PM) would be preferable. Keeping the Kiosk open for hours beyond the typical daily window for programming is acceptable.
2. Include a statement about how the Operator plans to accommodate specific seasonal and weekly fluctuations in demand for services, including staffing capacity and flexibility.

**Programming Plan**
Including as much detail and precision as feasible about the Respondent’s proposed plans, provide the following information as part of a Programming Plan. It would be beneficial to provide an illustrative or sample schedule. Where “range” is mentioned below, this is intended to allow the Respondent Team to propose at least a minimum quantity while indicating it may be feasible to achieve a higher quantity (of events, for instance).

1. Specify the number (or a range) of events per quarter in each year of Kiosk operation.
2. Specify the number (or a range) of events per quarter that will feature Cambridge nonprofit community organizations, institutions, and/or civic entities.
3. Specify the number (or a range) of event types per quarter that will be a part of the Programming Plan out of the following list: performances; interactive installations; family- or children-oriented activities; educational activities; art-making activities; and social service focused or civic activities.

4. Specify how many events per quarter will target any of the following audiences: families and children; Cambridge residents; visitors; and students.

5. Specify how many of the following audiences will be targeted by events each quarter: families and children; Cambridge residents; visitors; and students.

6. Specify strategies that will be taken to effectively respond to circumstances such as: cold weather, hot weather, holidays, festivals, University events, significant civic or historical dates, etc.

7. Specify the number (or a range) of events per quarter in years each year of operation that will take place in each of the following temporal categories: weekdays before 5:00 PM, weekdays after 5:00 PM, weekends before 4:00 PM, and weekends after 4:00 PM.

8. Describe how the Programming Plan will reflect or respond to each of the following goals: celebrate community and creativity; promote civic engagement; increase awareness of the history of the area; support Cambridge businesses and organizations and Harvard Square festivals and activities; and contribute to making Harvard Square a more delightful, engaging place.

**Staffing and Organization Plan**

Provide the following information as part of a Staffing and Organization Plan:

1. Include the name, title, and position/role of each individual who will substantially contribute to leading this project (who, in aggregate, form the Respondent Team)

2. For each individual, attach a current resume.

**Revenue Generation Plan**

Provide the following information as part of a Revenue Generation Plan:

1. Specify the percentage of projected total revenues expected to be provided by each source. For example: “50% of revenues in the first year of operation are expected to be generated by promotional activities and the 50% of revenues in the first year of operation are expected to be generated by sponsored activities.” **It is imperative that the Respondent Team does not provide the total amount of revenues projected in the technical proposal – this must only be provided in the Price Proposal, or the proposal may be disqualified.**

2. Provide a detailed description of how each revenue source will be used, including the anticipated frequency and duration of any revenue generating activities in or outside of the Kiosk, and any impacts these may pose to overall accessibility and visibility of the Plaza and of the Kiosk and its visitor information function. Specify steps that will be taken to prevent over-branding the Kiosk and the surrounding space, including during any revenue generating activities.

3. Specify the number of any discrete events that will be used to generate revenue (such as promotional or sponsored activities) per quarter and what portion of that number per quarter that will feature businesses or organizations that have a physical location in Cambridge.
Vendor Qualifications

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

Quality Requirements

1. Minimum Experience: Minimum of two years’ experience successfully executing programming in public space
   
   Yes  No

2. Financial solvency: Proposer affirms that they are financially solvent and can provide proof of financial solvency for City inspection upon request.
   
   Yes  No
REFERENCE SUBMISSION REQUIREMENTS

1. Proposer shall provide a complete list of all contracts of a similar nature held by the organizations or entities contributing to the Respondent Team within the past five years. Provide contacts to serve as references for each of those contracts. Please attach additional pages as necessary.

Reference:________________________________________________________
Contact:________________________________________________________
Address________________________________________________________
Phone_________________________EMAIL________________________

Reference:________________________________________________________
Contact:________________________________________________________
Address________________________________________________________
Phone_________________________EMAIL________________________

Reference:________________________________________________________
Contact:________________________________________________________
Address________________________________________________________
Phone_________________________EMAIL________________________

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

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

The total price must be complete and include all costs, including travel and reimbursable costs associated with providing the Harvard Square Kiosk Operations in accordance with the Scope of Work, Specifications and Deliverables as detailed herein. No additional charges shall be permitted.

The City anticipates to pay the Operator up to $100,000.00 in the first year of operation to supplement revenues generated by the Operator to offset operating costs.

YEAR ONE OF OPERATIONS
Breakdown of Costs:

A. Costs of operations
   (including daily operations and any special events) $ ________________

B. Revenues Generated
   (please enumerate any anticipated revenue streams and estimated amounts below. Please attach additional pages as necessary detailing revenue breakdown and expectations)

1. ___________________________ ----- $ __________
2. ___________________________ ----- $ __________
3. ___________________________ ----- $ __________
4. ___________________________ ----- $ __________
5. ___________________________ ----- $ __________

Total Operating Costs (A – B) $________________________

Total Cost in Words: ____________________________________________

Signature of Bidder: ____________________________________________

[1] This amount will be used to supplement the successful proposer’s annual contract per the specifications above. The City anticipates to supplement the Operator up to $100,000.00 in the first year of operation and reserves the right to adjust this amount at its sole discretion in any subsequent year or due to economic or other conditions.

NAME OF PROPOSER: ____________________________________________
The City anticipates to pay the Operator up to $100,000.00[1] in the first year of operation to supplement revenues generated by the Operator to offset operating costs. The City reserves the right to adjust this amount for Year Two of operations.

**YEAR TWO OF OPERATIONS**

Breakdown of Costs:

A. Costs of operations
   (including daily operations and any special events) $_____________________

B. Revenues Generated (please enumerate any anticipated revenue streams and estimated amounts below. Please attach additional pages as necessary detailing revenue breakdown and expectations)

<table>
<thead>
<tr>
<th>Revenue Stream</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>$__________</td>
</tr>
<tr>
<td>2.</td>
<td>$__________</td>
</tr>
<tr>
<td>3.</td>
<td>$__________</td>
</tr>
<tr>
<td>4.</td>
<td>$__________</td>
</tr>
<tr>
<td>5.</td>
<td>$__________</td>
</tr>
</tbody>
</table>

Total Operating Costs (A – B) $_____________________

Total Cost in Words: ____________________________________________

Signature of Bidder: ____________________________________________

[1] This amount will be used to supplement the successful proposer’s annual contract per the specifications above. The City anticipates to supplement the Operator up to $100,000.00 in the first year of operation and reserves the right to adjust this amount at its sole discretion in any subsequent year or due to economic or other conditions.
**Comparative Evaluation Criteria**

Below is a series of Comparative Evaluation Criteria, to be used by the Evaluation Committee in evaluating proposals submitted in response to this RFP. “Success,” as stated in criteria below, will be determined subjectively by the Evaluation Committee from the Respondent Team’s proposal and through reference checks addressing the specific criteria cited. The “Site Manager” is defined as the person directly responsible for managing day to day operations and is on call and able to show up onsite quickly to respond to issues.

**Respondent’s Experience and Existing Capacity**

<table>
<thead>
<tr>
<th>Highly Advantageous</th>
<th>Advantageous</th>
<th>Not Advantageous</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Experience with similar projects</strong></td>
<td>Site Manager and Respondent Team have, in aggregate, extensive demonstrated experience managing and executing projects with similar scope, scale, and complexity to the scope of this project</td>
<td>Site Manager has extensive demonstrated experience managing and executing projects with similar scope, scale, and complexity to the scope of this project, and the Respondent Team, in aggregate, has significant such experience executing similar projects</td>
</tr>
<tr>
<td><strong>Years operating programming in public space</strong></td>
<td>Site Manager has successfully executed programming in public space for more than 5 years</td>
<td>Site Manager has successfully executed programming in public space for between 2 and 5 years</td>
</tr>
<tr>
<td><strong>Staff capacity</strong></td>
<td>Respondent Team’s total number of full time (or equivalent) staff at time of proposal exceeds 5 FTE</td>
<td>Respondent Team’s total number of full time (or equivalent) staff at time of proposal is between 2 and 5 FTE</td>
</tr>
<tr>
<td><strong>Partnerships</strong></td>
<td>Respondent Team has demonstrated experience partnering with at least 10 distinct entities (such as local businesses, organizations, community groups) to execute programming for the enjoyment of the general public</td>
<td>Respondent Team has demonstrated experience partnering with at least 3 but fewer than 10 distinct entities (such as local businesses, organizations, community groups) to execute programming for the enjoyment of the general public</td>
</tr>
</tbody>
</table>
Diversity and inclusion

- Respondent Team has demonstrated experience that specifically focused on providing services to, or fully engaged, all of the following underserved communities: people with disabilities, people experiencing homelessness, LGBTQ individuals, and people with low incomes.
- Respondent Team has demonstrated experience that specifically focused on providing services to, or fully engaged, at least two of the following underserved communities: people with disabilities, people experiencing homelessness, LGBTQ individuals, and people with low incomes.
- Respondent Team does not have demonstrated experience that specifically focused on providing services to, or fully engaged, at least two of the following underserved communities: people with disabilities, people experiencing homelessness, LGBTQ individuals, and people with low incomes.

Proposed Business Model

<table>
<thead>
<tr>
<th>Highly Advantageous</th>
<th>Advantageous</th>
<th>Not Advantageous</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenues matching expenses</td>
<td>Respondent Team’s projected revenues and expenses for each year of operation are realistic (as determined by the evaluation committee), and projected revenues for each year exceed projected expenses for each year by more than 15%</td>
<td>Respondent Team’s projected revenues and expenses for each year of operation are realistic (as determined by the evaluation committee), and projected revenues for each year exceed projected expenses for each year by 5-15%</td>
</tr>
<tr>
<td>Appropriateness of revenue generating activities</td>
<td>More than half of discrete events in Revenue Generation Plan (such as promotional or sponsored activities) per quarter that generate revenue to the Operator feature businesses or organizations that have a physical location in Cambridge</td>
<td>At least one third and up to half of the discrete events in Revenue Generation Plan (such as promotional or sponsored activities) per quarter that generate revenue to the Operator feature businesses or organizations that have a physical location in Cambridge</td>
</tr>
<tr>
<td>Hours of operation</td>
<td>Daily hours of operation (with at least one person staffing the Kiosk at all times) run 28 or</td>
<td>Daily hours of operation (with at least one person staffing the Kiosk at all times) run</td>
</tr>
</tbody>
</table>
Request for Proposal for Harvard Square Kiosk Operator; SUBMIT PROPOSAL PRIOR TO: 11:00 a.m. on Thursday, June 2, 2022.

### Flexibility and Seasonality

| Plan of Services adequately anticipates specific seasonal and weekly fluctuations in demand for services and staffing and organization plan includes ample staffing capacity to accommodate these fluctuations | Plan of Services mentions specific seasonal and weekly fluctuations in demand for services and staffing and organization plan includes some flexibility to accommodate these fluctuations | Plan of Services does not respond or responds inadequately to possible fluctuations in demand for services |

### Programming Plan

#### Featuring Nonprofits

<table>
<thead>
<tr>
<th>Highly Advantageous</th>
<th>Advantageous</th>
<th>Not Advantageous</th>
</tr>
</thead>
<tbody>
<tr>
<td>Programming Plan incorporates at least six events per month (or quarterly equivalent) featuring Cambridge nonprofit community organizations, institutions, and civic entities</td>
<td>Programming Plan incorporates at least three but fewer than six events per month (or quarterly equivalent) featuring Cambridge nonprofit community organizations, institutions, and civic entities</td>
<td>Programming Plan incorporates fewer than three events per month (or quarterly equivalent) featuring Cambridge nonprofit community organizations, institutions, and civic entities</td>
</tr>
</tbody>
</table>

#### Frequency of Programming

| Programming Plan incorporates at least 10 events per month (or quarterly equivalent) in the first year of operation and at least 20 per month (or quarterly equivalent) for subsequent years | Programming Plan incorporates at least 7 events per month (or quarterly equivalent) in the first year of operation and at least 12 per month (or quarterly equivalent) for subsequent years | Programming Plan incorporates fewer than 7 events per month (or quarterly equivalent) in the first year of operation and fewer than 12 events per month (or quarterly equivalent) for subsequent years |

#### Diversity of Programming

| Programming Plan incorporates events each quarter that cover at least 5 of the following 6 categories: performances, interactive installations, | Programming Plan incorporates events each quarter that cover 3 or 4 of the following 6 categories: performances, interactive | Programming Plan incorporates events each quarter that cover fewer than 3 of the following 6 categories: performances, interactive |

---

**NAME OF PROPOSER:** ________________________________
<table>
<thead>
<tr>
<th>Consistency of activation</th>
<th>Other goals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Programming Plan incorporates robust and creative strategies to offer high quality and diverse experiences (including passive programming) that consistently encourage use of the Kiosk by many people for relatively short periods of time throughout a typical day and week</td>
<td>Programming Plan strongly reflects all or most of the following goals: celebrate community and creativity, promote civic engagement, increase awareness of the history of the area, support Cambridge businesses and organizations and Harvard Square festivals and activities, and contribute to making Harvard Square a more delightful, engaging place, as determined by the Evaluation Committee</td>
</tr>
<tr>
<td>Programming Plan incorporates plausibly effective strategies to offer experiences of varying quality (including passive programming) that encourage use of the Kiosk by many people for short to medium periods of time throughout a typical day and week</td>
<td>Programming Plan modestly to strongly reflects all or most of the following goals: celebrate community and creativity, promote civic engagement, increase awareness of the history of the area, support Cambridge businesses and organizations and Harvard Square festivals and activities, and contribute to making Harvard Square a more delightful, engaging place, as determined by the Evaluation Committee</td>
</tr>
<tr>
<td>Programming Plan does not incorporate effective strategies to offer experiences that would attract many people throughout a typical day and week</td>
<td>Programming Plan does not significantly reflect many of the following goals: celebrate community and creativity, promote civic engagement, increase awareness of the history of the area, support Cambridge businesses and organizations and Harvard Square festivals and activities, and contribute to making Harvard Square a more delightful, engaging place, as determined by the Evaluation Committee</td>
</tr>
</tbody>
</table>
CORI COMPLIANCE FORM

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

CERTIFICATION

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

1. _______ CORI checks are not performed on any Applicants.

2. _______ CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policies, practices and standards are consistent with the policies, practices and standards set forth in the attached CORI Policy.

3. _______ CORI checks are performed on some or all Applicants. The Vendor’s CORI policies, practices and standards are not consistent with the attached CORI Policy. Please explain on a separate sheet of paper.

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

________________________________________________________________________
(Name of Business)

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

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

Submit this form with your Proposal.

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

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

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

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

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

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

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

Date: _______________________________________

(Print Name of person signing bid)

(Signature & Title)

Submit this form with your Proposal.
FILE NO. 10302 Request for Proposal for Harvard Square Kiosk Operator; SUBMIT PROPOSAL PRIOR TO: 11:00 a.m. on Thursday, June 2, 2022.

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 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.

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

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

Attested hereto under the pains and penalties of perjury:

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

______________________________________________
(Name of Business)

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

This form must be submitted with your Proposal

NAME OF PROPOSER: ____________________________________________________________
CITY OF CAMBRIDGE  
WRITTEN INFORMATION SECURITY POLICY (WISP) AFFIRMATION

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

https://www.cambridgema.gov/~/media/Files/informationtechnologydepartment/WISP.pdf

Date: ____________________________

________________________________________
Signature of bidder/Contractor

________________________________________
Printed Name of bidder/Contractor

________________________________________
Title

This form must be submitted with your Proposal
City of Cambridge CORI Policy

1. Where Criminal Offender Record Information (CORI) checks are part of a general background check for employment or volunteer work, the following practices and procedures will generally be followed.

2. CORI checks will only be conducted as authorized by 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;

NAME OF PROPOSER: ____________________________________________________________
(g) Whether the applicant has pending charges;
(h) Any relevant evidence of rehabilitation or lack thereof;
(i) Any other relevant information, including information submitted by
the candidate or requested by the City.

11. The Personnel Department will assist affected departments, in assessing the suitability of
candidates in accordance with paragraph 10 a through i above, to ensure consistency, fairness,
and protection of employment opportunities and the public interest.

12. The City of Cambridge will notify the applicant of the decision and the basis of the decision in a
timely manner.

13. CORI information shall not be disseminated or shared with any unauthorized employees or other,
but shall be maintained in confidence consistent with the obligations of law.
Ordinance Number 1376

City of Cambridge

In the Year Two Thousand and Fifteen

AN ORDINANCE

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

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

Chapter 2.121

LIVING WAGE ORDINANCE Sections:

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

2.121.010 Title and Purpose.

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

2.121.020 Definitions.

For the purposes of this ordinance, the term:

(a) "Applicable Department" means the Personnel Department for employees of the City of Cambridge, the Purchasing Department, with the advice and assistance of the appropriate department which receives the services, for Covered Employers who contract or subcontract with the City of Cambridge, the School Department for employees, contractors and subcontractors of the School Department, and the City Manager's Office for any other Person who is a Beneficiary of assistance other than a contract or subcontract.
FILE NO. 10302 Request for Proposal for Harvard Square Kiosk Operator; SUBMIT PROPOSAL PRIOR TO: 11:00 a.m. on Thursday, June 2, 2022.

(b) "Assistance" means:

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

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

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

(c) "Beneficiary" means:

1. any person who is a recipient of Assistance;

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

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

(e) "Covered Employee" means:

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

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

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

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

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

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

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

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

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

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

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

2.121.030 Living Wage. 

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

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

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

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

2.121.040 Standard Compensation 

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(v) “Standard Benefits” for Covered Building Service Employees other than for security guards shall be an hourly supplement furnished by a Covered Building Service Employer to a Covered Building Service Employee in one of the following ways: (1) in the form of health and other benefits (not including paid leave) that cost the Covered Building Service Employer the entire required hourly supplemental amount; (2) by providing a portion of the required hourly supplement in the form of health and other benefits (not including paid leave) and the balance in cash; or (3) by providing the entire supplement in cash. The
required hourly supplemental rate shall be equal to the greatest of the following: (1) the monetary value of the health and other benefits (not including paid leave) provided under the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 27H of chapter 149 of the General Laws of Massachusetts; or (2) twenty percent (20%) of the standard hourly rate of pay.

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

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

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

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

2.121.050 Waivers and Exceptions.

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

(b) General Waivers. Waivers may be granted where application of this Chapter to a particular form of Assistance is found by the City Solicitor to violate a specific state or federal statutory, regulatory or constitutional provision or provisions, and the City Manager approves the waiver on that basis.
(c) **Hardship Waivers for certain not-for-profit employers.** An employer, who has a contract with the City of Cambridge which is not subject to the provisions of G.L. c. 30B, may apply to the City Manager for a specific waiver where payment of the Living Wage by a not-for-profit Covered Employer would cause a substantial hardship to the Covered Employer.

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

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

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

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

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

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

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

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

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NAME OF PROPOSER: ____________________________________________
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 be 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,
atorneys’ 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.

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

A true copy;

ATTEST:- Donna P. Lopez
City Clerk

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

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

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

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

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

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

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

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

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

For calendar year 2006 the CPI-U increased by 3.1%. Therefore the new living wage, as of March 1, 2007 is $12.98.
For calendar year 2007 the CPI-U increased by 1.9%. Therefore the new living wage, as of March 1, 2008 is $13.23.

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

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

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

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

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

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

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

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

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

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

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

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

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

For calendar year 2021 the CPI-U increased by 3.26%. Therefore the new living wage, as of March 1, 2022 is $17.19.
CHAPTER 2.112 CITY CONTRACTS
SECTION 2.112.080
TRUCK SAFETY ORDINANCE

2.112.081 - Short Title.

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

2.112.082 Declaration of findings and policy – Scope.

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

2.112.083 Definitions.

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

A. “City” shall mean the City of Cambridge.

B. “City Solicitor” shall mean the city solicitor for the City of Cambridge.

C. “City Vendor” shall mean any individual, firm, business, consultant, contractor, or supplier of goods and/or services to the City of Cambridge, or any subcontractors, employees or agents thereof.

D. “Contract” shall mean any contract executed between the City and a City Vendor for $10,000 or more for goods, services, design or construction.

E. “DPW Commissioner” shall mean the Commissioner of the Department of Public Works or his or her designee.

F. “Large Vehicle” shall mean any Class 3 or above motor vehicle, trailer, semi-trailer or semi-trailer unit, with a gross vehicle weight rating (GVWR) exceeding 10,000 pounds, and are able to travel at speeds more than 15 miles per hour.

G. “Purchasing Agent” shall mean the purchasing agent for the City of Cambridge.
H. “TPT Director” shall mean the Director of the Traffic, Parking & Transportation Department or his or her designee.

I. “Vulnerable Road User” shall mean (a) a pedestrian, including but not limited to those persons actually engaged in work upon a way, or in work upon utility facilities along a way, or engaged in the provision of emergency services within the way, or (b) a person operating a bicycle, handcycle, tricycle, skateboard, roller skates, in-line skates, moped, other non-motorized or electric personal mobility or recreational device other than an automobile or motorcycle, wheelchair, personal assistive mobility device, horse-drawn carriage, motorized bicycle, motorized scooter, farm tractor, agricultural trailer, or similar vehicle designed primarily for farm use, or other motorized vehicle which has a maximum speed of less than 20 miles per hour, or (c) a person riding an animal.

2.112.084 Applicability.

A. These sections shall apply to every Large Vehicle used by a City Vendor while under a City Contract, except as provided in Section C below.

B. The City, through its Purchasing Department, shall require that all City Contracts with City Vendors for supplies, services, design and/or construction in the amount of $10,000 a year or more shall include a provision requiring compliance with these sections and all associated rules and regulations promulgated hereunder.

C. The provisions of these sections shall not apply to:

1. A motor vehicle which has a maximum speed not exceeding fifteen (15) mph;

2. A fire apparatus;

3. An emergency medical vehicle;

4. A vehicle which is being driven or towed to a place whereby previous arrangement has been scheduled to install any safety requirements for large vehicles such that it complies with these sections;

5. Vehicles used by City Vendors solely for the purpose of snow clearance or removal;

6. Vehicles used by City Vendors solely for the purpose of street sweeping;

7. Vehicles used by City Vendors solely for the purpose of street paving.

2.112.085 Requirements for Large Vehicles.

A. All Large Vehicles subject to the provisions of these sections shall be equipped with convex mirrors, cross-over mirrors, decals, and side under-ride guards affixed to the sides of Large Vehicles in a manner consistent with these sections.
B. The DPW Commissioner and the TPT Director shall have the authority to promulgate regulations to accomplish any of the provisions of these sections, including but not limited to required specifications for convex mirrors, cross-over mirrors, decals, and side under-ride guards affixed to the sides of Large Vehicles.

C. As future technical innovations to improve safety for Vulnerable Road Users become available, the DPW Commissioner and the TPT Director may research and test such technical innovations, and update any rules and regulations promulgated hereunder consistent with such research and tests.

2.112.086 Enforcement.

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

2.112.087 Waiver.

A. If the Purchasing Agent believes that extenuating circumstances exist which would prevent any City Vendor(s) from complying with the provisions of these sections, the Purchasing Agent, upon the recommendation of both the DPW Commissioner and the TPT Director, may approve a waiver of some or all of the requirements of these sections prior to issuing an invitation for bids for any procurement contract.

B. If the DPW Commissioner and the TPT Director believe that extenuating circumstances exist which would prevent a City Vendor from complying with the provisions of these sections for a specific delivery or operation, the DPW Commissioner and TPT Director may approve a limited waiver of the requirements of these sections for the specific delivery or operation not to exceed one month.

C. Waivers will be issued in a form and manner consistent with the provisions of these sections and the rules and regulations promulgated hereunder.
2.112.088 Conformity with Existing State and Federal Law and Severability

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

2.112.089 Effective Date

The effective date of these sections shall be six months from enactment.

In City Council November 9, 2020.
Ordained by a yea and nay vote:--
Yees 9; Nays 0; Absent 0.
Attest:- Anthony I. Wilson, City Clerk
A true copy;

ATTEST:-
Anthony I. Wilson
City Clerk
City of Cambridge
Truck Safety Ordinance Regulations

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

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

2. The following technical specifications shall be met in order for equipment to meet the provisions of the Truck Safety Ordinance for Side Under-Ride Guards, convex mirrors, convex cross-over mirrors, and safety decals.

2.1 Side Under-Ride Guards

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

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

1) if the Large Vehicle is equipped with Side Under-Ride Guards in accordance with the requirements of Section 2.1(b) and depicted in diagram (1) below, or if

2) the Large Vehicle is designed and/or equipped such that by virtue of its shape and characteristics, its component parts can be incorporated and/or regarded as a replacement for the Side Under-Ride Guards, but the component parts’ combined functions must satisfy the requirements set out in Section 2.1(b) and diagram (1) below.
Side Under-Ride Guards may use horizontal rails or a continuous flat surface that meets the following requirements:

1) The lower edge of Side Under-Ride Guards shall at no point be more than twenty-one and one-half (21.5”) inches above the ground. It is preferred that the lower edge be no more than thirteen and eight tenths (13.8”) inches above the ground.

2) The upper edge of Side Under-Ride Guards shall be no more than fourteen (14”) inches below the structure of the vehicle as shown in the top schematic in diagram (1), which on a vertical plane must be tangential to the outer surface of the tires, as shown in the middle schematic in diagram (1).

3) The rear and forward edges of Side Under-Ride Guards shall not be more than twelve (12”) inches from the tire on the wheel immediately adjacent to the Side Under-Ride Guards, as shown in the middle schematic in diagram (1).

4) Every Side Under-Ride Guard shall be essentially rigid and securely mounted and shall not be subject to loosening due to vibration in normal use of the vehicle. Side Under-Ride Guards shall be capable of withstanding a force of 440 pounds applied perpendicularly to any part of its surface by the center of a ram the circular face of which is not more than eight and one half (8.5”) inches in diameter.

5) No part of a Side Under-Ride Guard shall be subject to deflection by more than six (6”) inches by the ram referenced above, as shown in the bottom schematic in diagram (1), and

6) No part of a Side Under-Ride Guard which is less than ten (10”) inches from its rear edge shall be subject to deflection by more than one and one quarter (1.25”) inches from the ram referenced above, as shown in the bottom schematic in diagram (1).
2.2 Convex Mirrors

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

2.3 Cross-Over Mirrors

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

2.4 Safety Decals

Large Vehicles must be equipped with a minimum of two (2) safety decals on the rear of the Large Vehicle, two (2) safety decals on the left side of the Large
Vehicle, and two (2) safety decals on the right side of the Large Vehicle, that warn Vulnerable Road Users of blind spots, with the following requirements:

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

3. Compliance

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

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

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

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

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

By: ____________________________ Date: _______________________
Owen O’Riordan
Commissioner of Public Works

By: ____________________________ Date: July 1, 2021
Joseph Barr
Director of Traffic, Parking and Transportation
City of Cambridge  
Articles of Agreement

Commodity:  
File Number:

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

Address:  
Telephone, Fax, E-mail:

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

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

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

Contract Value: $  

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

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

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

Article VI. Damages. From any sums due to the Contractor for services, the City may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the City as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.
Article VII. Conflict. In the event there is a conflict between these Articles and the bid documents, the bid documents shall supersede these articles.

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

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

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

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

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

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

The City: The Contractor:

_________________________________________________________
City Manager Signature and Title

_________________________________________________________
Purchasing Agent

Approved as to Form:

_________________________________________________________
City Solicitor