

TO: Bidders
FROM: Ellen Katz, Fiscal Director, Department of Public Works
RE: City of Cambridge Bid for Curbside Collection of Recycling and Yard Waste

The Contractor shall provide the City with curbside recycling and yard waste collection and hauling services in accordance with the attached specifications. The contract for these services will be five years beginning Monday November 2, 2015 and ending Friday October 30, 2020.

The City will contract separately with a processing facility for recycling and will pay all processing fees and retain all revenues generated from the sale of the recyclables during the contract. For yard waste, the Contractor will be responsible for contracting with a composting processor.

Pricing must remain firm throughout the contract. The payment and performance obligations for each year beyond year one of the multi-year contract, will be subject to the appropriation of available funds.

Attention is called to the following specifications:

- Section 2-C Liquidated Damages
- Section 3-J Contractor Supervisor
- Section 3-N Vehicles Required
- Section 4-A Performance Measures
- Section 4-C Meetings and Communication
- The fact that this bid is printed on both sides.

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 and conditions.

Please submit your bid double-sided and in duplicate (One original and one copy). Do not submit bids in hard binders.

Pre-bid Conference

Each bidder is strongly encouraged to attend a pre-bid conference on Tuesday May 26, 2015 at 2:00pm at the Department of Public Works Frazier Conference Room, 147 Hampshire Street, Cambridge, Massachusetts 02139.

Questions

Questions concerning this Invitation for Bid must be emailed to the Public Works Fiscal Director, Ellen Katz, at ekatz@cambridgema.gov, or faxed to 617.349.4868. All questions must be submitted no later than Friday, May 29, 2015 at 11:00am. An Addendum of the questions and answers will be **posted on the DPW website, CambridgeMA.gov/TheWorks/CurbsideContract2015**, not later than Tuesday, June 2, 2015 at 3:00 pm. Answers to these questions will not be sent individually to bidders.

General Terms and Conditions

See Attachment 21 for General Terms and Conditions that shall become part of any Contract awarded through this Invitation for Bid.

Performance Bond Requirement

The successful bidder shall provide the City annually with a performance bond securing its satisfactory performance in an amount equal to 100% percent of the annual contract price. The performance bond shall be issued by a surety authorized to do business under the laws of the Commonwealth of Massachusetts and shall be in a form acceptable to the City.

All bids must be accompanied with a commitment letter from a surety confirming a bidder's ability to secure a 100% Performance Bond. The surety shall be authorized to do business under the laws of the Commonwealth of Massachusetts.

Prevailing Wage Requirements

When applicable, no less than the prevailing wage rates as set forth in the schedule contained in the Contract Documents must be paid on this project.

Bidder Name _____

Living Wage Requirements

The City of Cambridge has a Living Wage Requirement that establishes minimum hourly rates for all Personnel that work on any City contract. The City of Cambridge's Living Wage as of March 1, 2015 is \$14.95 per hour. The Living Wage Requirements are attached. The successful bidder must meet or exceed the Living Wage as it may change during the term or any contract period or renewal.

CORI Compliance

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 as set forth in the CORI Policy. See Attachments.

Bid Results

The tab sheet and the contract award information will be posted on the DPW website CambridgeMA.gov/TheWorks/CurbsideContract2015 after the bid opening. The tab sheet will include the "contract award" information as soon as it is determined.

Confidentiality and Public Records Law

All bids or other materials submitted by the vendor in response to this Invitation for Bid will be open for inspection by any person and in accordance with the Massachusetts Public Records Laws.

BID DOCUMENT SECTIONS

1. Overview
2. Contract Terms
3. Collection Operations
4. Performance, Incentives and Education
5. Recycling: Weekly Collection
6. Yard Waste: Weekly Collection, Marketing and Composting
7. Attachments

SECTION 1: OVERVIEW

The City's goals with these contracts are to continuously increase recycling and yard waste tonnage.

The City has made its best effort to provide accurate information herein. However, it is ultimately the responsibility of the bidder to verify any information that is critical to the preparation of his/her bid.

1-A Bid Submission Requirements

Failure to provide any of the requested documents may result in the determination that the bidder is non-responsive unless the City deems such failure to be a minor informality.

Please submit the following information with your bid:

- Performance Bond Commitment Letter
- Quality Requirements (Attachment 1) YES or NO **must** be checked for each criterion.
- Bid Submission Requirements (Attachment 2)
- Price Summary Form (Attachment 3)
- ADA/Section 504/Tax Compliance/Anti-Collusion/Debarment Statement (Attachment 4)
- Certificate of Authority (Attachment 5)
- CORI Certification (Attachment 6)

All bidders shall thoroughly review and understand these specifications before submitting a bid.

1-B Community Profile

Cambridge is extremely dense with ~105,000 people in about 47,000 households in 6.3 square miles. There are 125 miles of roads; driving conditions are difficult, with narrow roads, one-way streets, dead ends, and extensive on-street parking. The recycling and yard waste program serves all homes and multi-family buildings regardless of number of units and whether they receive City trash service. Curbside recycling also serves City buildings, schools, and some non-profits with 50 employees or less. Businesses or university-affiliated on-campus housing for students or staff, are not served by the City. See detailed information on housing stock and city buildings in the Attachments.

Weekly curbside recycling began in 1991 with the City's Mandatory Recycling Ordinance. Single stream recycling began in the fall of 2010. See Attachments for tonnage and housing statistics.

The curbside recycling contractor and yard waste contractor collect from about 95% of residences (about 44,650 households) and 40 city buildings, totaling about 9,300 tons and 2,000 tons per year respectively. DPW collects trash from about 67% of residences (about 31,500 households) and 40 city buildings, totaling about 15,000 tons annually. Private haulers collect trash at the remaining 33% of the residential units, mostly buildings with 13 or more units.

1-C Quantities

Unless otherwise stated, the quantities and program schedules set forth in this bid are our best estimates.

1-D Optional Value-Added Services

At no extra cost, the bidder may offer services not required in this bid but that will add value to the contract. Examples include marketing programs, active participation in educational events or other programs that demonstrate an extraordinary commitment to increasing waste prevention and diversion for recycling or composting. The bid should contain a brief description and supporting documentation.

1-E Insurance Requirements

The contractor must provide the City of Cambridge 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 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 be on a comprehensive general basis including Premises and Operations, 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 Hall, 795 Mass. Avenue, Cambridge, MA 02139.

Carriers must have an A.M. Best rating of A X or better.

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

C. Umbrella:		
Combined single limit		\$1,000,000
General aggregate		\$1,000,000
D. WORKER'S COMPENSATION		
Coverage A		STATUTORY
Coverage B	Each Accident	\$100,000
	Disease-Policy Limit	\$500,000
	Disease-Each Employee	\$100,000

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.

1-F Permits

It is the Contractor's responsibility to obtain prior to the commencement date of the contract all federal, state and/or local permits or licenses as are required to carry out its obligations outlined in this contract. Bidders must have a current solid waste hauler license from the City's License Commission. During this contract the Contractor shall carry out its obligations under this contract in compliance with all applicable provisions of federal, state and local laws and regulations, and applicable judicial and administrative interpretations thereof. If the Contractor subcontracts with any other entity to carry out its obligations under this contract, it shall insure that such entity carries out such obligations in compliance with all applicable provisions of federal, state and local laws and regulations, and any applicable judicial and administrative interpretations thereof.

1-G Compliance

The Contractor must demonstrate that the execution, delivery and performance by the Contractor of these services and transactions contemplated thereby, are within its corporate powers, have been duly authorized by all necessary corporate and other action and do not and will not:

- Violate any provision of its incorporation papers or by-laws, as amended to date, or of any securities issued by the Contractor;
- Constitute or result in a breach of or default under or conflict with any statute or other law, order, judgment, award, decree, regulation, ruling or requirement of any court or other tribunal, of any arbitration or of any governmental or administrative authority, commission or agency, or any indenture, agreement, lease, instrument or other undertaking, to which the Contractor or its associates, affiliates or related entities, is a party of by which may affect it or its property or assets.

Contractor must comply with all applicable federal, state and local laws and regulations in carrying out this contract. The Contractor may be required to comply with future regulations promulgated by the Commonwealth in regard to solid waste bans or other related issues.

1-H Tax Exempt Status

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.

SECTION 2: CONTRACT TERMS

2-A General Provisions

This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The obligations and conditions imposed by this Contract can be waived only by written agreement. No amendment to this Contract shall be effective unless it is signed by authorized representatives of the parties, subject to appropriations and authorizations as described herein. Forbearance or indulgence by a party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that party under this Contract.

The Contractor agrees to bring any federal or state proceedings arising under this Contract in which the City is a party in a court of competent jurisdiction within the Commonwealth of Massachusetts. Every provision of law required to be in this Contract is deemed to be inserted herein. If through mistake or otherwise, any such provision has been omitted, or is not in correct form, then forthwith upon the application of either party this Contract shall be appropriately amended.

2-B Billing and Payment

The Contractor shall render a monthly invoice to the Department of Public Works equal to the annual amount divided by the number of months of service and include all applicable weight slips. Four monthly invoices will include an Incentive Payment based on an amount computed by the City and given to the Contractor. The City also requires specific tonnage information to accompany monthly invoices. These data must be provided electronically in a mutually agreeable format.

The City will deduct 50% of the costs to recycle and replace broken containers from the Contractor's invoice. Upon observation of egregious conduct of handling the City containers, the City may deduct more than 50% of the costs. The City shall deduct from its payment to the Contractor any excess processing or disposal fee charged to the City by the Processor for any contaminated load rejected due to mechanical failure or driver error in operating the truck during dumping.

In the event of any dispute as to any portion of any bill, the City shall notify the Contractor of the disputed portion indicating the amount and an explanation. No event of default shall result from a failure to pay or late payment during any dispute. The Contractor shall respond within 7 days upon receipt of such notice. Upon final determination (whether by agreement, arbitration, adjudication or otherwise) of the correct amount, any difference between such correct amount and such full amount shall be added to or subtracted from the statement next submitted to the City after such determination. The City and the Contractor shall perform their contract obligations during the time to resolve any dispute.

2-C Liquidated Damages

Regardless of whether the City complains to the Contractor, the City shall be entitled to assess liquidated damages (see Attachments) against the Contractor for its failure to perform specific contract obligations. The Contractor acknowledges and agrees that the liquidated damages provided herein are not penalties but represent a fair measure of damages, which will be sustained by the City in the event the Contractor defaults on any of the following specified obligations. If the City chooses not to assess liquidated damages, this shall not constitute a waiver of its rights to hold the Contractor in default nor does the City waive its right to claim and to collect damages for the Contractor's default on any of its obligations.

The City will provide a written warning to the Contractor detailing any performance failures and citing the Contract for which damages may be deducted from the invoice for the following month. The Contractor will have the opportunity to discuss these failures with the DPW Commissioner or designee, at weekly performance meetings. The City may, still, at its discretion, withhold the penalty amount from the payment due the Contractor for each performance failure.

2-D Equal Opportunity and Sexual Harassment

In connection with the performance of work under this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin or ancestry, age disability, sexual orientation, marital status, family status, military status, source of income or sex. The City may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph.

The City has a policy against sexual harassment. The Contractor, Subcontractors, and all other persons responsible for any portion of the services described herein are subject to the City's policy. The Contractor shall be responsible for any acts of sexual harassment committed by any persons responsible for any portion of the services. The Contractor shall take appropriate action against any such individuals. Notwithstanding any remedial action taken by the Contractor, the City reserves the right to enforce its policy.

2-E Subcontractors

The Contractor is engaged as an independent Contractor and will be responsible for any federal, state and local taxes and fees applicable to payments hereunder. The Contractor shall not subcontract its work under the contract, in whole or in part, without first requesting and receiving the written approval of the City regarding each subcontractor, including any change in subcontractor. The Contractor shall fully describe the subcontractor's responsibilities and shall provide other information with respect to such subcontracts as the City may require. The City shall not unreasonably withhold subcontracting approval.

The Contractor shall submit requests for approval no later than 15 days prior to the effective date of such subcontract and shall provide the City with the name, address and phone number of the subcontractor's offices and the name of the individual responsible for the work being performed for the Contractor.

The Contractor shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contractor as specified in the contract. Notwithstanding municipal approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the municipality shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this contract, the Contractor and its subcontractors are subject to Worker's Compensation requirements.

The Contractor and its subcontractors and employees are not employees of the City nor eligible for any City benefits, including, without limitation, Federal Social Security, health benefits, worker's compensation, unemployment compensation, and retirement benefits.

2-F Termination on Default

If either party breaches any of the terms or conditions of its contract, the other party shall give the offending party written notice specifying the breach. The offending party shall have 15 days to cure such breach. Upon the failure of the offending party to cure within such period, the other party may cancel the contract in a written notice to the offending party. The proper exercise of such right of termination shall be in addition to and not in substitution for such other remedies, whether damages or otherwise, as the party exercising the right of termination may have. Failure by either party to provide such notice of termination in the event of a default, or to terminate this contract upon a failure by the breaching party to cure such default, shall not act as a waiver of any prior or subsequent default, nor as a waiver of the right to terminate in the event of default.

SECTION 3: COLLECTION OPERATIONS

3-A Route Information

Curbside collection occurs once per week in each of the 5 collection divisions of the City, one on each weekday and all materials collected on the same day (see Attachments). The City reserves the right to change routes or schedules under this Contract and shall notify the Contractor of any change at least 60 calendar days in advance of the effective date. Any change or deviation in routes that the Contractor wishes to make must be presented to the City and approved in writing from the DPW Commissioner, or designee, before making such change or deviation.

Monday's route serves approximately 10,000 households in roughly 2,650 buildings. Tuesday has ~8,250 households in ~2,600 buildings. Wednesday has ~8,200 households in ~1,800 buildings. Thursday has ~9,000 households in ~2,100 buildings. Friday has ~9,500 households in ~2,030 buildings. See Attachments for more data on Cambridge's housing stock. City buildings, schools and nonprofits are typically collected on the same day that the surrounding neighborhood is served.

The Contractor shall drive by and provide collection service to all buildings covered by this contract. No building or street will be deleted from a route list because of infrequent participation. At present there are 5 buildings serviced on Wednesdays and 12 buildings serviced on Thursdays that are not located in those neighborhoods. This list of buildings is in the Attachments. The City will notify the Contractor if there are any changes to this arrangement.

Residential properties are continually being developed in Cambridge. For new locations that may need City recycling service, visit CambridgeMA.Gov/cdd/econdev/resources/DevelopmentLog. The City will try to provide the Contractor 3 weeks notice for these locations. There are about 200 mostly residential locations in Cambridge that have private recycling service with another hauler. This includes particularly large residential buildings, university affiliated housing, some non-profits and private schools. If recycling totes at the curb are not Cambridge-issued they should not be emptied unless directed by the City.

3-B Collection Schedule and Holidays

Collection vehicles may begin collection at 7am (per the City's Noise Ordinance) and the Contractor shall do its best to complete collection on or before 4 pm. If the Contractor fails to satisfy its obligation for timely collection, additional collection vehicles and personnel shall be used to promptly remedy such failure. If the Contractor violates the City's Noise Ordinance, disciplinary hearings may be held by the License Commission, which could result in the suspension or revoking of the privilege to operate in the City.

On normal weeks, the Contractor is not required to provide collection service on Saturdays or Sundays. However, there is no collection on legal holidays, including New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, and Christmas. Collection on those days and the remaining weekdays occurs one day late, including Saturday. The City will provide such schedule to the Contractor, which is

posted at CambridgeMA.Gov/TheWorks.

3-C Access

The presence of obstructions or other difficult collection conditions (i.e. illegally parked cars, parked cars crowding intersections, parked cars or snow banks narrowing the street, construction activities, etc.) shall not negate the requirement to collect recyclables or yard waste. Drivers must attempt to enter from the other side of the obstruction if possible, or receptacles must be walked out if necessary.

Current construction updates are posted on CambridgeMA.Gov/TheWorks. The Contractor is responsible to check the City website for information about areas undergoing construction to plan ahead for collection service. Construction activity on a given street does not negate the obligation for collection. City construction contractors must provide collection trucks access to the streets they are working on, or are required to assist in bringing the materials to an accessible location. If neither of these occurs after request by the driver, the Contractor must notify the City and return to pick up on that street at the City's direction.

Generally, the Contractor may not go onto private property. Containers are placed at the curb, or within 5 feet of the sidewalk side of the curb or street edge. At specific multi-family or city buildings, collection may occur in the parking area. See Attachments for locations with pickup on private property. The City shall consult with the Contractor about changes to this list.

Regardless of street obstructions, the Contractor shall leave containers on the sidewalk at the point of collection (except for yard waste bags). **Containers must never be thrown into the street, sidewalk, driveways or parking areas. Containers cannot be left obstructing vehicles or pedestrians.** The Americans with Disabilities Act requires that sidewalks and walkways remain unobstructed. According to Section 4.3.3 of ADA Accessibility Guidelines, walks must be maintained so as to have a "minimum clear width of ...36 inches..."

3-D Property Damage and Accidents

The Contractor will take adequate precautions to protect all residential, municipal, and commercial property, (including buildings, trees, plantings, lawn pavement, vehicles or other items or areas that are within school and other public boundaries) from any damage and is responsible for any such damage caused a result of this service. The Contractor shall be responsible for any damage caused to private or public property caused by the Contractor or Subcontractor during operations. **The Contractor must report to the City any accidents involving its vehicles or staff that cause personal injury or property damage in Cambridge within 30 minutes of each incident.** In addition, the Contractor must submit a City supplied accident report form to the DPW Commissioner, or designee, for each accident by the end of the business day in which the incident occurred.

3-E Clean Up on Route

The Contractor must pick up all blown, littered and broken material resulting from collection and hauling. If at any time during collection and transport materials are spilled onto a street, sidewalk, or private property, the Contractor shall clean up and place in the collection vehicle all materials before proceeding to the next collection stop, or notify the City if other necessary arrangements for the immediate clean up of spilled materials is required.

3-F Snow and Ice Policy

The Contractor is not required to provide collection service on any given day when snow and ice causes the cancellation of regular City trash collection. Collections will be made according to the regular rubbish snow and ice collection contingency schedule. At a minimum, residents will be notified of this policy in media announcements as coordinated by the City. The City may ask the Contractor to drive the previous day's route in addition to that day's route in order to get missed set outs.

3-G Go Backs and Complaints

Residents report missed pick-ups or "go backs", and complaints about curbside collection by contacting DPW at (617) 349-4800 or at CambridgeMA.Gov/iReport/MissedPickup. These locations may have been missed by the driver or set out late by the resident. On average there are 5-20 go backs per day. The Contractor shall be required to pick up any whole streets missed or street sections. If any collection customer experiences repeat collection problems, the City and Contractor will develop a mutually agreeable plan to avoid future service problems. The City may check these addresses on collection day close to 7am to determine if the material is being placed out on time.

All go backs for recycling and yard waste pickup **reported to the Contractor by the City before 2:00 pm shall be investigated and resolved on the same day**, unless otherwise mutually agreed by the City and the Contractor Supervisor.

The City and the Contractor may agree upon an alternative schedule for communicating and resolving complaints, and such schedule shall supersede the schedule described herein. Failure to satisfactorily resolve any go back or complaint may result in liquidated damages. See Attachments.

3-H Contamination and Rejections

Contamination is the presence of improperly prepared recyclables, yard waste, or the presence of unaccepted items. Contaminated materials must be left in the container, temporarily removed and returned to the containers, or in an adjacent trash barrel if appropriate. **In no circumstance shall materials be left loose on the sidewalk.** At the City's direction, the Contractor must reject improperly prepared materials at a particular address. The Contractor must leave a Contractor-provided notice of rejection on or in the container (or on the rejected material), clearly identifying the reason for rejection.

All collection vehicles shall always have a clipboard, paper and pen or electronic method for the collection employee to record the required information regarding rejected materials and locations. The Contractor's Supervisor will record all curbside violations in a daily log by address, including materials improperly set out, contamination and any other reason resulting in rejection of materials at the curb. **The Supervisor will notify the City of all violations the same day in a format acceptable to the City.** The City will contact households with repeat rejections to explain proper participation.

3-I Supervision of Collection

City: The Recycling Director shall supervise and maintain the contract on behalf of the City.

Recycling and Yard Waste Contract: The recycling and yard waste collection Contractor shall provide a full-time Supervisor who is physically present in Cambridge at all times.

3-J Contractor Supervisor Responsibilities

The Contractor Supervisor will be the contact person to whom all directions pertaining to collection, go backs, etc. shall be given. **This Supervisor shall ensure that collection is carried out in accordance with performance measures in the contract.** The Supervisor shall be reachable without delay 7am- 4pm or until the end of collection operations, whichever is later, 5 days per week.

The Contractor agrees to give the City at least one week advance notice of any change of key personnel or planned vacations, and must assign a substitute Supervisor when the regular Supervisor is out.

The Recycling and Yard Waste Contract Supervisor may perform some collection duties but must not be assigned by Contractor to drive one of the five collection routes. The Supervisor must be in a separate collection vehicle in order to assess collection activities, inspect locations as requested by the City and perform other supervisory duties. Such vehicle shall be able to accommodate go backs and any roadways unreachable by the primary vehicles.

3-K Communications

Smart phones with touch to talk capability will be the primary mode of communication between each Contractor's Supervisor and DPW staff, and will allow the parties to share pictures of field observations and document messages back and forth. The phones must be capable of sending/receiving local calls, pictures, text and email messages. The phones must have call alert and be able to send texts and emails using voice recognition. The phones must also have the capacity for, and the contractor must be willing to download, a Cambridge app for work orders if requested.

The Recycling and Yard Waste Contractor shall provide DPW with two cellular smart phones, and shall pay all associated fees for the life of the contract.

The Recycling and Yard Waste Supervisor shall have a smart phone to communicate with City.

3-L Supervisor and Employee Behavior

The Contractor shall employ competent and courteous employees. If the City notifies the Contractor in writing that the Supervisor is unsuitable for the job, the Contractor shall investigate and provide a response within one week. If the Contractor is unable to correct the problem, or at the direction of the DPW Commissioner or designee, the Contractor shall no longer assign such individual to serve as the Supervisor.

If the City notifies the Contractor in writing that a collection employee is unsuitable for the job, the Contractor shall investigate and provide a response to the City within 1 week. If the behavior continues, or at the direction of the DPW Commissioner or

designee, the Contractor shall immediately reassign the employee to duties outside of Cambridge.

Collection employees shall adhere to all applicable federal, state and local laws and regulations. Their appearance shall be clean and neat and must wear a reflective safety vest with the name of the Company affixed. Shirts must be worn at all times, year-round. The Contractor will ensure that the Supervisor and drivers communicate professionally and appropriately.

3-M Training and Licenses

The Contractor warrants that all vehicle operators shall be trained in safe driving and vehicle operations prior to their start date of services hereunder and shall always possess and carry the necessary valid and applicable commercial vehicle operator's license issued by the Commonwealth of Massachusetts. The City shall have the right to approve the safety training provided. The Contractor shall use its best efforts to ensure that its vehicle operators comply with all applicable traffic and motor vehicle laws, regulations and local ordinances during collection. **The Contractor shall explain the proper procedure to follow regarding property damage and accidents.**

Before the Contractor permits a collection employee to begin work in the City, the Contractor must:

- Provide training in safe driving and vehicle operations and specifically instruct all drivers and other personnel of the safety requirements described in the contract.
- Prepare, update and provide to new drivers detailed route maps (paper or electronic) with all streets labeled legibly and frequently missed/hard-to-find spots identified, and use this for training them on the collection route.
- Train employees to deal courteously with people to promote the collection service and explain accepted materials, proper preparation, and essential daily tasks and expectations for drivers.
- Arrange for the Supervisor to introduce the new employee to the DPW Commissioner, or designee, so the City can welcome the employee and explain the City's performance expectations and the Incentive Program.

The City shall have the right to approve the content of such training and may encourage the Contractor to allow employees to attend free workshops offered by the City.

3-N Vehicles Required

The Contractor warrants that by the commencement date, it shall own or have the exclusive right to use a sufficient number of collection vehicles, and all necessary equipment, including reserve equipment. The Contractor shall provide adequate and sufficient garage and yard for the equipment to provide all-weather, year-round operation. The Contractor shall maintain all equipment used in the contract in good running condition and repair.

In the event of vehicle breakdown, the Contractor will either repair or replace the disabled vehicle within 2 hours.

Any vehicle used temporarily to replace a vehicle under repair must meet the same vehicle specifications required in this section unless expressly approved by the City. The Contractor shall notify the City before adding another vehicle or the long-term substitution of any vehicle.

Prior to the commencement date, the Contractor shall provide the DPW Commissioner, or designee, with a detailed list of all vehicles, including the make, body type, registration, and vehicle identification number. The Contractor shall submit updates to this list so that the City always has an accurate list of vehicles and equipment being used by the Contractor. The Contractor shall present any and all collection vehicles and other equipment used in collection under the provisions of its contract for inspection and approval by the City at such times and places as may be reasonably requested.

The City shall have the right to require the Contractor to provide additional vehicles as needed to provide adequate and timely collection and haul in accordance with the contract. If the Contractor fails to comply with such order within 90 days, such failure shall constitute a breach of the contract, and the City shall impose liquidated damages (See Attachments).

The Contractor shall not use any vehicles dedicated to service in Cambridge to collect any other materials under private contracts or contracts with other entities other than the City while so engaged. Violation of this requirement will be considered a substantial breach of the Contract.

All recycling and yard waste vehicles must be:

Bidder Name _____

- **Must be no more than 5 years old** at any time during the contract, unless approved by the City. If new trucks cannot be delivered to the Contractor by the commencement date, the City may, at its discretion, permit up to a 90-day period before enforcing this requirement.
- In compliance with all state, federal and local laws and requirements.
- In full compliance with 2010 EPA heavy-duty diesel emission standards.
- The City encourages the Contractor to choose green vehicles, such as those powered by alternative fuel or hybrid engines.
- The Contractor shall provide all fuel for the vehicles at its cost.
- Compatible in width to accommodate the City's narrow roads and extensive on-street parking.
- Of sufficient size and capacity to operate efficiently.
- Equipped with a fully enclosed compacting body.
- Equipped with Lateral Protection Devices (LPD) to promote bicycle and pedestrian safety. See Attachments for LPD specifications.
- Equipped with other safety features to protect pedestrians and cyclists including appropriate flat mirrors and convex mirrors, and crossover mirrors, warning signs, etc., as directed by the Commissioner.
- Uniformly painted, free of body damage, and properly identified on two sides with the Contractor's company name, local phone number and website. The vehicle number must be on all four sides and must be at least 6 inches high.
- Operated and calibrated properly to avoid mechanical failures leading to litter or damage to the City's collection containers. If the City notifies the Contractor that a vehicle does not adhere to the above standards, the Contractor shall promptly investigate and correct such problems within 2 weeks and provide documentation that it has done so.
- Kept in a clean and sanitary condition and equipped with a broom and shovel to clean up any materials dropped.

The City will require Contractor to install two full-color signs on each collection vehicle. Signs will be approximately 3' x 6'. Final design will be provided by the City no later than sixty days prior to start of contract.

During the contract, the City, at its expense, may require that the Contractor install additional signage or truck wrapping to further promote solid waste reduction.

The Contractor may not affix any other signs to the vehicles without City approval.

In addition, recycling trucks:

- **Must be compatible with City-provided collection toters** The Contractor must demonstrate that truck-mounted toter tippers are fully compatible with the city-provided toters as described in Attachment 13. Truck-mounted tippers shall not damage toters in any way beyond normal wear-and-tear. Truck-mounted tippers shall comply with appropriate ANSI standards for domestic-style Type B/G carts. The contractor must cooperate with the City's primary toter manufacturer to ensure best performance of the tipper lifting the toters. The contractor may be requested to provide third-party verification of correct installation and calibration of tippers.
- Must be able to accept cardboard boxes of any size.
- At least one truck must be compatible to empty dumpsters up to ten cubic yards. See Attachments for the dumpster schedules.
- The Supervisor's truck must be able to accommodate go backs and any roadways unreachable by the primary vehicles due to illegally parked cars, parked cars crowding intersections, parked cars or snow banks narrowing the street, construction activities, etc.

In addition, yard waste trucks:

- Up to twice per month and at the expense of the City, the yard waste truck may be directed to weigh in and/or out at the beginning and/or end of the route at a scale at to be designated by the City.

SECTION 4: PERFORMANCE, INCENTIVES AND EDUCATION

4-A Performance Measures

The Contractor is required to maintain a high level of performance. The City will provide the Contractor with regular feedback and will offer a recommendation for the Contractor in any year in which performance goals are met. Performance measures are developed to preserve resident satisfaction and evaluate the Contractor's performance. See Attachments for liquidated damages that the City shall be entitled to assess against the Contractor for its failure to perform specific contract obligations. The City reserves the right to reassess these measures and introduce new items during the contract term.

Reliable service:

- Do not begin collection before 7am.
- Take all properly prepared recycling and yard waste on every street. Look carefully for setouts behind parked cars.
- Resolve all go backs and special requests received from the City by 2pm on the same day.
- Deliver totes and bins as needed and empty full broken totes when requested.

Customer Service:

- Clean up any materials dropped. Litter messes will not be tolerated. All trucks must have a broom and shovel.
- Place recycling bins, totes, and yard waste barrels back where they were found. Do not leave bins or totes blocking driveways, sidewalks or parking spots. Close lids after emptying.
- Handle containers with care and report broken containers reliably.
- Employees are courteous and respectful to residents and City employees. No foul language or unprofessional behavior.
- Supervisor to meet with the DPW Commissioner, or designee, weekly to review performance and troubleshoot problems.
- Management personnel investigate and promptly respond to issues communicated by the DPW Commissioner, or designee.

Safety:

- Drive safely and obey all traffic laws, regulations and ordinances. Traffic violations and accidents are kept to a minimum.
- Employees follow the proper procedure for property damage and accidents outlined in these specifications.
- Minimize traffic congestion during collection. If there are 3 or more cars waiting, the truck must pull over to let traffic pass or circle the block. Trucks must return to finish the street.
- Inspect vehicles daily to ensure all features are in good working condition and installed properly, including back-up alarms, warning lights, pedestrian and cyclist safeguards, and toter lifts, and do not result in mechanical failures leading to litter or damage to the City's collection containers.
- Vehicles shall not be operated in reverse unless absolutely necessary, i.e., in the case of a dead-end street with no turn-around. Backing of vehicles is strictly prohibited, especially near schools, libraries, and playgrounds.

Training and Education:

- New drivers receive training in safe driving and vehicle operations.
- New drivers receive detailed route maps with all streets labeled legibly and frequently missed/hard to find spots shown to avoid collection problems.
- Drivers use rejection stickers for improperly prepared materials and broken totes, checking the reason for rejection. Information is reported to Supervisor and submitted to City on the same day.
- Supervisor communicates professionally and appropriately.

4-B Incentive Program

The City has established the performance measures detailed above to recognize excellent performance by the Supervisor, drivers and dispatchers, and to address problem areas. **The City welcomes ideas from the Contractors to increase the program's effectiveness.** Ultimately, the City will determine the performance goals that must be met in order for incentives to be provided. The City will provide for a quarterly ton-based and performance-based Incentive Program, and encourages the Contractor to match these funds. Incentives may take the form of paycheck bonuses, days off, gift certificates, jackets, hats or other rewards that the City and the Contractor agree will motivate employees to meet and maintain performance goals. The City will spend up to \$6,000 per year for the recycling and yard waste. Please see Attachment 15 for the incentive program flyer .

4-C Meetings and Communication

The Contractor Supervisor is required to meet with the Recycling Director, or designee, weekly to review performance and complaints. Drivers, the Contractor Supervisor and the Contractor's management personnel will be asked to attend quarterly driver meetings, and an annual meeting to discuss performance. **The Contractor's management personnel may be asked to attend monthly Recycling Advisory Committee meetings** generally held the second Wednesday morning September-June. The City may require the attendance of additional Contractor personnel at any given meeting.

Both parties agree to have their phone lines staffed Monday-Thursday (excluding legal holidays) from 8:30am-5pm and Friday from 8:30am-3pm. The Contractor must supply an email address for the City to communicate requests related to the contract.

4-D Public Education

The City plans and coordinates outreach and public education about existing and new curbside programs. The Contractor may distribute its own promotional materials subject to City approval and is strongly encouraged to propose additional “value-added services” as described previously. The Contractor shall participate in City directed promotion and education efforts as outlined below:

- Maintain a website with relevant information and links for the public.
- Maintain a local phone number listed in the Boston Area White Pages that allows Cambridge residents to readily reach a representative of the company.
- Provide and distribute notices during collection regarding rejected materials that clearly identify the reason for rejection. The City shall approve the format and content of this and other notices before distribution.
- Participate once per year to promote the collection service at an area fair, neighborhood program or community event, for example, exhibition of a recycling truck at the DPW Road Show held annually during National Public Works Week in May. The truck shall be clean, appear to be new, and must be a type of truck used in the City.
- Assistance with the development of and updates to a work plan for public education including, but not limited to development of communication goals, objectives, strategies, and evaluation criteria to encourage public participation.
- Advise the City on promotion and education.
- News releases pertaining to the ensuing contract or to the services to which it relates will not be made by the Contractor without prior approval by, and then only in coordination with, the City.

4-E Participation in Pilot Studies

During the contract term, the City may desire to implement a pilot program to test new developments in collection, materials processing or materials management, or to implement an evaluation of a program operated under this Contract. If such desire or program arises, the Contractor and the City shall determine procedures, equipment, and costs (if any) required to implement the program(s). The Contractor shall participate in good faith in implementation and operation of pilot and evaluation program(s) as mutually agreed to with the City.

In the event that the Contractor desires to test new developments in collection, materials processing, or solid waste management, the Contractor shall provide the City with written notice not less than 60 business days prior to the proposed implementation date. The Contractor shall not implement such program(s) without the City's prior written approval.

SECTION 5: RECYCLING: WEEKLY COLLECTION

5-A Accepted Recyclables

The City will have a direct contract with a recycling Processor. Materials shall not be landfilled or incinerated. The City reserves the right to add or subtract materials accepted, at no additional cost, if the change is the result of a change in specifications by the recyclables Processor. Acceptable materials are:

- Mixed Paper: books and phone books, cardboard boxes (any size), card and cover stock, coffee cups and cartons (milk or juice), computer paper (copy paper wrappers OK), junk mail, magazines, catalogs and newspapers (glossy paper OK), office paper (any color: folders, envelopes, forms, stationery, tablet sheets, calendars, post-it notes, spiral notebooks, etc.), paperboard (i.e., chipboard, boxboard and frozen food boxes), paper bags, pizza boxes (empty), shredded paper (in paper or clear plastic bags), spiral cans (potato chip, nut cans), wrapping paper

Unacceptable paper items: carbon paper, waxed papers, photographic and blueprint papers, food wrappings, tissues, napkins, paper towels, and self-adhesive envelopes.

- Commingles: aseptic packaging (i.e., juice / soymilk boxes), aerosol cans (empty), aluminum (pie plates, trays & foil), glass bottles and jars (any color), metal cans (tin, steel, aluminum and empty paint cans), stiff plastic containers, rigid plastics (broken bins and totes, toys, buckets, laundry baskets, etc. These do not need to be marked #1-#7)

Unacceptable commingles items: window glass, blue glass, flat glass, mirrors, plate glass, light bulbs, dishes or

ceramics; containers that contain paint or petroleum based solvents.

5-B Preparation and Toters

Recyclables will be prepared by households, city buildings, schools and non-profits in accordance with the guidelines established by the City developed in coordination with the Processor and publicized by the City. The Contractor shall collect an **unlimited** quantity of recyclables.

All receptacles will be placed back in their original location. Recyclables may be in:

Toters:

- Nearly all 11,150 residential and municipal locations have City provided wheeled recycling toters with lids, totalling 21,000+ toters. About 55% are large (95-gal) and 45% are small (65-gal). For multi-family buildings, the City recommends one 95-gal toter for every 4 units, or one for every 8 units in elderly housing.
- Non-City provided containers 50-95 gallons that are compatible with the truck lift. (Used at a very small number of locations.)

Dumpsters:

- 2-10 cubic yard for cardboard; **dumpsters provided by Contractor.** At some City buildings and schools, see Attachment 5. Dumpsters may be added or subtracted over the course of the contract without additional cost to the City. The City may request the Contractor temporarily remove dumpsters.
- 2 cubic yard dumpsters for single stream recycling, possibly compacted. At a few Cambridge Housing Authority (CHA) properties, see Attachment 5. CHA will supply these dumpsters.

Other:

- **Bins:** 14-18 gallon blue bins
- **Converted barrels:** not to exceed 50 gallons/50 pounds, identified by a City provided recycling label.
- **Bags:** Paper bags, or clear plastic bags containing shredded paper. At the City's request and with approval by the City's Processor the Contractor will collect other recyclables in clear plastic bags, at no additional cost.
- **Hampers:** At a few schools, used for cardboard primarily.
- **Loose cardboard:** The Contractor must pick up all cardboard that is free from contamination.

Additional buildings (residential or municipal) may be added to the weekly service during the contract term, at no additional cost to the City, as programs are established, new buildings are built and/or buildings served by a private hauler choose to switch to the City's recycling Contractor. Currently, about 40 multi-family buildings have a private recycling hauler. See Attachments.

5-C Toter Delivery and Collection of Broken Toters

As instructed by the City, potentially on a daily basis, the Contractor will deliver toters from the DPW yard to locations as assigned. The historical average is 20 toters delivered to 18 addresses per week.

When a broken toter is encountered on-route, the driver will dump the contents of the toter and return the broken toter to the curb and affix a rejection sticker. The driver will inform the Supervisor, who will communicate with DPW staff. DPW staff will coordinate the removal and replacement of the damaged toter. The Contractor shall not discard a broken toter unless directed by DPW staff.

Contractor shall inform DPW staff of toters with missing lids, missing grab bars, etc., or other issues with toter serviceability. Contractor shall also inform DPW staff regarding issues with dumpster serviceability.

SECTION 6: YARD WASTE: WEEKLY COLLECTION, MARKETING AND COMPOSTING

6-A Historical Tonnage

The heaviest weeks for yard waste, subject to weather conditions, are usually from mid- April to mid- May and from the last week in October through the third week in November. Seasonal fluctuations in quantity do not at any time waive the requirement that all yard waste be picked up on the scheduled day. See Attachments for historical tonnage.

6-B Accepted Materials and Preparation

Accepted materials include leaves, grass clippings, weeds, hedge clippings and twigs no more than 3 feet long and 1 inch in

Bidder Name _____

diameter. Unacceptable materials include tree stumps, rocks, sand and dirt.

Residents shall set yard waste out at the curb in labeled barrels not to exceed 32 gallons, or paper lawn refuse bags. Many large apartment buildings either have no yard waste or have a landscaper haul it. The Contractor will provide the City with 5,000 labels per season that meet the following specifications: The labels are 15" long and 3 3/4" high. They are printed on weatherproof white vinyl stock with UV resistant inks: white lettering on a solid PMS 225 background. The text is "YARD WASTE ONLY". Superimposed on the text is a black rectangle 1/4' high by 3 3/4" long with reverse out white letters that read "FACE LABEL TOWARDS STREET." See Attachments for a picture of the yard waste label.

6-C Collection

The Contractor shall use vehicles and equipment commonly used for the collection of yard waste. Weekly collection begins April 1 and continues through the second full week in December. The Contractor will collect yard waste in paper bags and empty barrels and leave the barrels where they were placed for collection. The Contractor is responsible for hauling yard waste to a composting facility registered with and in compliance with all DEP regulations.

6-D Composting of Materials

Bidders must provide or subcontract for collection, hauling, composting and marketing of the finished compost. The Contractor is responsible for all aspects of the service, including the siting, site acquisition, permitting, financing, design, construction of any necessary facilities, shipping and marketing, disposal of any residue, maintenance of records and provision of such to the City and care and maintenance of facilities. Upon collection of yard waste, the Contractor shall take ownership of the material. Properly prepared materials cannot be landfilled or incinerated, except within the allowable residue limit. The residue limit must not exceed 10% on an annual basis.

6-E Data & Reporting

Contractor shall report the tons of yard waste collected per month. If distinct tonnage records are not available, the Contractor shall determine the tonnage by converting volume to tons with a conversion value approved by the City. This section does not exempt Contractor from any weighing, inspection or other procedures required by law, ordinance or regulation. Up to twice per month and at the expense of the City, the yard waste truck may be directed to weigh in and/or out at the beginning and/or end of the route at a scale at to be designated by the City.

SECTION 7: ATTACHMENTS

1. **Quality Requirements**
2. **Bid Submission Requirements**
3. **Price Summary Form**
4. Americans with Disabilities Act/Section 504/Tax Compliance/Anti-Collusion/Debarment Statement
5. Certificate of Authority
6. CORI Compliance Forms
7. Tonnage and Housing Statistics
8. Recycling Service for Municipal Buildings
9. Private Schools
10. Pickup Locations on Private Property
11. Buildings with Different Collection Day
12. Multi-Family Buildings with a Private Recycling Hauler
13. Toter Specifications
14. Collection Route Maps
15. Current Incentive Program Flyer
16. Yard Waste Label
17. Vehicle Safety Equipment Requirements
18. Liquidated Damages
19. Living Wage Ordinance
20. Sample Contract
21. General Terms and Conditions
22. Prevailing Wage Information

ATTACHMENT 1: QUALITY REQUIREMENTS

The information below is voluntary. A response or lack of response will not affect the competitiveness/status of your bid.

Minority/Women Business Status - Please indicate whether your business is SOWMBA (or another state) certified.	YES ___ NO ___
--	----------------

QUALITY REQUIREMENTS

The City will reject any bid that does not meet the quality requirements below. A "NO" response or a failure to respond to any of the following quality requirements will result in a rejection of your proposal. Please read carefully.

All bidders must answer the following questions below:

1) Bidder is duly organized, validly existing and in good standing under the law and is in the business of solid waste collection and hauling.	YES ___ NO ___
2) The bidder has submitted a Performance Bond Commitment Letter	YES ___ NO ___
3) It is true that the bidder has no unsettled violations of any regulations or laws regulating the collection, transport or processing of materials. Circle Yes if you have no unsettled violations.	YES ___ NO ___
4) The bidder has been engaged in the business of collection of solid waste for at least three consecutive years.	YES ___ NO ___
5) It is true the bidder is currently not in bankruptcy, Circle Yes if you are not currently in bankruptcy.	YES ___ NO ___
6) Bidder can provide, upon request, proof of financial solvency.	YES ___ NO ___
7) With regard to reliable service, customer service, safety, training and education, the bidder agrees to ensure that all requirements regarding performance expectations listed are met daily.	YES ___ NO ___
8) The bidder has experience with a minimum of three residential curbside collection contracts within the last three years, at least one of which is an urban community similar to Cambridge, characterized by narrow streets, large number of multi-family buildings and extensive on-street parking. The City reserves the right to contact the references provided in determining whether the bidder meets this quality requirement. The City reserves the right to use itself as a reference.	YES ___ NO ___
8) The bidder agrees to resolve all go backs and special requests received by 2:00pm on the same day in accordance with the performance requirements.	YES ___ NO ___
9) The bidder will provide collection trucks as required in the specifications.	YES ___ NO ___
10) The bidder agrees to follow the specifications for a collection supervisor.	YES ___ NO ___

Bidder Name _____

ATTACHMENT 2 BID SUBMISSION REQUIREMENTS

Failure to submit documents requested may result in the determination that your bid is non-responsive unless the City deems such failure to be a minor informality.

1. Experience:

Fully describe experience with at least three residential curbside collection contracts within the past three years, at least one of which is an urban community similar to Cambridge, using the chart below. Use additional sheets as necessary. The City will utilize the contact names as references. The City reserves the right to contact the references provided in determining whether the bidder is responsible. The City reserves the right to use itself as a reference.

	Contract 1:	Contract 2:	Contract3:
Community			
Number of Households			
Material Collected			
Start and End Dates			
Bidder's Role in Contract			
Contract Value			
Where Materials Were Taken			
Type of Vehicles (e.g., RL, SL, semi- or fully-automated, capacity.)			
Number of Vehicles, Drivers and Laborers			
Contact person to obtain a reference: Name, Phone and email.			

2. List of equipment to be used in this contract that meets the bid specifications.

Material	Number and Type of Collection Vehicles	Manufacturer	Year	Cubic Capacity
Recyclables				
Yard Waste				

Bidder Name _____

3. Attach copies of all state, local, federal and other permits and approvals for processing facility and/or receiving stations for yard waste as applicable to bid.
4. **Driver Training Program:** Attach additional pages that describe in detail how all vehicle operators shall be trained in safe driving and vehicle operations, materials accepted and not accepted in the City's recycling and yard waste program, and in the other requirements of this contract.
5. **Organizational chart:** Attach additional pages showing the proposed managerial organization associated with providing collection services to the City. Identify by name and title a Contract Manager and a Contract Supervisor to be assigned to Cambridge.
6. **Qualifications and resumes:** Attach resumes of the Contract Manager and Contractor Supervisor demonstrating that they are qualified to carry out the functions of this contract.
7. **Optional Value-Added Services:** At no extra cost, the bidder may offer services not required in this bid but that will add value to the contract. Attach additional pages that describe services. Examples include marketing programs, active participation in educational events or other programs that demonstrate an extraordinary commitment to increasing waste prevention and diversion for recycling or composting. The bid should contain a brief description and supporting documentation.

ATTACHMENT 3: PRICE SUMMARY FORM

Prices must remain firm for the entire contract and must include all costs associated with the services set forth in this bid.

Item 1: Weekly collection of single stream recyclables

Item 2: Seasonal weekly yard waste collection

Item 3: Additional hauling distance

The City will award **one contract** for this bid to the eligible, responsive and responsible bidder providing the lowest combined prices for Items 1, 2 and 3 (Recycling, Yard Waste and Additional Hauling Distance).

Please note the following:

For Item 1, Single Stream Recycling, the City will contract separately with a recycling Processor. The City will be responsible for processing fees and will not share any revenue.

For Item 2, Yard Waste, the Contractor will be responsible to contract with a composting Processor.

Any quantities provided in these specifications are best estimates.

Bidders must submit prices for Items 1, 2 and 3.

Item 1: Weekly collection of single stream recyclables delivered to a location within five miles of Cambridge, Massachusetts.

Year 1 price: 11/2/15 – 10/28/16	\$
Year 2 price: 10/29/16 – 10/27/17	\$
Year 3 price: 10/30/17 – 10/26/18	\$
Year 4 price: 10/29/18 – 10/25/19	\$
Year 5 price: 10/28/19 – 10/30/20	\$
TOTAL ITEM 1	\$

Bidder Name _____

Item 2: Seasonal weekly yard waste collection delivered to a compost facility determined by Contractor (April-mid-December).

Year 1 price: 11/2/15 – 10/28/16	\$
Year 2 price: 10/29/16 – 10/27/17	\$
Year 3 price: 10/30/17 – 10/26/18	\$
Year 4 price: 10/29/18 – 10/25/19	\$
Year 5 price: 10/28/19 – 10/30/20	\$
TOTAL ITEM 2	\$

Item 3: Additional hauling Distance. Additional cost, if any, to haul and deliver single stream recyclables to location greater than five miles but within twenty-five miles of Cambridge, Massachusetts.

Year 1 price: 11/2/15 – 10/28/16	\$ _____ Per Year
Year 2 price: 10/29/16 – 10/27/17	\$ _____ Per Year
Year 3 price: 10/30/17 – 10/26/18	\$ _____ Per Year
Year 4 price: 10/29/18 – 10/25/19	\$ _____ Per Year
Year 5 price: 10/28/19 – 10/30/20	\$ _____ Per Year
TOTAL ITEM 3 ADDITIONAL HAULING DISTANCE	\$ _____

TOTAL ITEMS 1, 2 AND 3 : \$ _____

Items 1, 2 and 3 total in words:

Signature of Bidder

Bidder Name _____

ATTACHMENT 4

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

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

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

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

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

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

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

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

Date: _____

(Print Name of person signing bid)

(Signature & Title)

Bidder Name _____

ATTACHMENT 5: CERTIFICATE OF AUTHORITY

This form must be submitted with your bid

MEETING OF THE BOARD OF DIRECTORS

20____

At a meeting of the Directors of the _____
duly called and held at _____
on the _____ day of _____ 20____, at which a quorum was present and
acting, it was VOICED THAT _____
the _____ of this
corporation is hereby authorized and empowered to make, enter into, sign, seal and deliver, in
behalf of this corporation, a Contract for _____ with the City of Cambridge.

I DO HEREBY CERTIFY that the above is a true and correct copy of the record, that said
vote has not been amended or repealed and is in full force and effect on this date, and that _____
_____ is duly elected _____
_____ of this corporation.

ATTEST:

Clerk or Secretary of the Corporation

(Affix Corporate Seal Here)

ATTACHMENT 6: CORI COMPLIANCE FORMS

CORI COMPLIANCE FORM

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

CERTIFICATION

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

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

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

Signature

(Name of Business)

NOTE:

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

Instructions for Completing CORI Compliance Form:

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

This form must be submitted with your proposal

ORDINANCE NUMBER 1312

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

City of Cambridge

In the Year Two Thousand and Eight

AN ORDINANCE

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

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

Adding after Section 2.112.050 the following new sections:

SECTION 2.112.060

CORI SCREENING BY VENDORS OF THE CITY OF CAMBRIDGE

Sections:

2.112.061 Purpose

2.112.062 Definitions

2.112.063 CORI-Related Standards of the City of Cambridge

2.112.064 Waiver

2.112.065 Applicability

2.112.061 Purpose

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

2.112.062 Definitions

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

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

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

2.112.063 CORI-Related Standards of the City of Cambridge

The City of Cambridge employs CORI-related policies, practices and standards that are fair to all persons involved and seeks to do business with vendors that have substantially similar policies, practices and standards. The City of Cambridge will do business only with vendors who, when required by law to perform CORI checks, employ CORI-related policies, practices, and standards that are consistent with policies, practices and standards employed by the City of Cambridge. The awarding authority shall consider any vendor's

deviation from policies, practices and standards employed by the City of Cambridge as grounds for rejection, rescission, revocation, or any other termination of the contract.

2.112.064 Waiver

The City Manager may grant a waiver to anyone who or which has submitted a request for waiver if it is objectively reasonable; and the City Manager, or a delegate, shall report promptly in writing to the City Council all action taken with respect to every request for a waiver and the reasons for the decision.

2.112.065 Applicability

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

In City Council January 28, 2008.

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

Yeas 9; Nays 0; Absent 0.

Attest:- D. Margaret Drury, City Clerk.

A true copy;

ATTEST:-

D. Margaret Drury
City Clerk

City of Cambridge CORI Policy

1. Where Criminal Offender Record Information (CORI) checks are part of a general background check for employment or volunteer work, the following practices and procedures will generally be followed.
2. CORI checks will only be conducted as authorized by Criminal History Systems Board (CHSB). All applicants will be notified that a CORI check will be conducted. If requested, the applicant will be provided with a copy of the CORI policy.
3. An informed review of a criminal record requires adequate training. Accordingly, all personnel authorized to review CORI in the decision-making process will be thoroughly familiar with the educational materials made available by the CHSB.
4. Prior to initiating a CORI check, the City will review the qualifications of the applicant to determine if the applicant is otherwise qualified for the relevant position. The City will not conduct a CORI check on an applicant that is not otherwise qualified for the relevant position.
5. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determination of suitability based on CORI checks will be made consistent with this policy and any applicable law or regulations.
6. If a criminal record is received from CHSB, the authorized individual will closely compare the record provided by CHSB with the information on the CORI request form and any other identifying information provided by the

applicant, to ensure the record relates to the applicant.

7. If, in receiving a CORI report, the City receives information it is not authorized to receive (e.g. cases with dispositions such as not guilty or dismissal, in circumstances where the City is only authorized to receive convictions or case-pending information), the City will inform the applicant and provide the applicant with a copy of the report and a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record* so that the applicant may pursue correction with the CHSB.
8. If the City of Cambridge is planning to make an adverse decision based on the results of the CORI check, the applicant will be notified immediately. The applicant shall be provided with a copy of the criminal record and the City's CORI policy, advised of the part(s) of the record that make the individual unsuitable for the position and given an opportunity to dispute the accuracy and relevance of the CORI record.
9. Applicants challenging the accuracy of the criminal record shall be provided a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record*. If the CORI record provided does not exactly match the identification information provided by the applicant, the City of Cambridge will make a determination based on a comparison of the CORI record and documents provided by the applicant. The City of Cambridge may contact CHSB and request a detailed search consistent with CHSB policy.
10. If the City of Cambridge reasonably believes the record belongs to the applicant and is accurate, then the determination of suitability for the position will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to the following:
 - (a) Relevance of the crime to the position sought;
 - (b) The nature of the work to be performed;
 - (c) Time since the conviction;
 - (d) Age of the candidate at the time of offense;
 - (e) Seriousness and specific circumstances of the offense;
 - (f) The number of offenses;
 - (g) Whether the applicant has pending charges;
 - (h) Any relevant evidence of rehabilitation or lack thereof;
 - (i) Any other relevant information, including information submitted by the candidate or requested by the City.
11. The Personnel Department will assist affected departments, in assessing the suitability of candidates in accordance with paragraph 10 a through i above, to ensure consistency, fairness, and protection of employment opportunities and the public interest.
12. The City of Cambridge will notify the applicant of the decision and the basis of the decision in a timely manner.
13. CORI information shall not be disseminated or shared with any unauthorized employees or other, but shall be maintained in confidence consistent with the obligations of law.

Revised May 5, 2007

ATTACHMENT 7: TONNAGE AND HOUSING STATISTICS

The City has made its best effort to provide accurate information herein. However, it is ultimately the responsibility of the bidder to verify any information that is critical to the preparation of his/her bid. The Department makes no guarantee that the estimates provided in these bid documents will remain the same in the future. 1 ton = 2000 pounds.

TONNAGE CURBSIDE SINGLE STREAM RECYCLABLES	
FISCAL YEAR	RECYCLABLES
FY14	9,290
FY13	9,233
FY12	9,166
FY11	8,500
AVERAGE	9,047

YARD WASTE TONS				
	FY14	FY13	FY12	FY11
July	192	183	197	177
August	175	175	164	167
September	167	167	237	161
October	210	192	182	163
November	428	444	428	500
December	117	120	147	159
April	227	192	175	224
May	181	183	183	192
June	212	425	192	232
TOTAL	1909	2081	1905	1975

HOUSING STATS							
Units	Total Bldgs	Total HHs	% Bldgs in Mon	% Bldgs in Tues	% Bldgs in Wed	% Bldgs in Thur	% Bldgs in Fri
Single Family	3,735	3,735	27%	32%	14%	15%	12%
2-family	3,472	6,944	25%	28%	14%	16%	17%
3-family	2,003	6,009	22%	13%	18%	22%	24%
4 unit	446	1,784	14%	9%	17%	29%	30%
5 unit	179	895	26%	18%	25%	41%	45%
6 unit	378	2,268	14%	7%	23%	46%	37%
7-12 unit	323	2,970	24%	10%	30%	30%	36%
13 - 100 unit	350	11,326	12%	6%	26%	8%	10%
100+	42	8,236	7%	5%	2%	2%	2%
TOTAL CITY RECYCLING SERVICE	10,928	44,167	24%	23%	16%	19%	18%
TOTAL CITY TRASH SERVICE	10,733	31,695	24%	24%	16%	19%	18%

ATTACHMENT 8: RECYCLING COLLECTION AT MUNICIPAL BUILDINGS

City of Cambridge - Recycling Dumpsters & City Special Pick-Ups

Municipal Building	Address	Collection Day	Dumpster Size	Contractor Provides
Danehy Park/St. Peter's Field	Sherman Street	Mon		
Engine 4 Fire Station	2029 Massachusetts Ave	Mon		
Gately Youth Center	70-R Rindge Ave	Mon		
North Cambridge Crime Taskforce	325 Rindge Ave	Mon		
O'Neill Library Branch	70 Rindge Ave	Mon		
Peabody School / Rindge Ave Upper School	70 Rindge Ave	Mon	2 yd + hamper	YES
Boudreau Library Branch	245 Concord Ave	Tues		
Collins Library Branch	64 Aberdeen Ave	Tues		
Engine 8 / Ladder 4 Fire Station	113 Garden Street	Tues		
Engine 9 Fire Station	167 Lexington Ave	Tues		
Golf Course	691 Huron Ave	Tues	2 yd	YES
Haggerty School	110 Cushing Street	Tues	(Hampers)	
Tobin School / Vassal Lane Upper School	198 Vassal Lane	Tues	2 yd	YES
Water Department	250 Fresh Pond Pkwy	Tues	2 yd	YES
West Cambridge Youth Center	Corcoran Park	Tues		
Woodrow Wilson Court (CHA)	3 Woodrow Wilson Court	Tues	2 yd (several)	
Cambridge Cemetery	76 Coolidge Ave	Tues, by 8:30am		
Baldwin School	28 Sacramento Street	Wed		
City Hall Annex	344 Broadway	Wed		
Coffon Building	51 Inman Street	Wed		
Fire Headquarters	491 Broadway	Wed		
Graham & Parks Alternative School	44 Linnaean / Walker St	Wed	2 yd	YES
Lombardi Building	831 Massachusetts Ave	Wed		
Main Library	449 Broadway	Wed		
Old Longfellow Building (Swing School)	359 Broadway	Wed	(Hampers)	
Rindge & Latin High School	459 Broadway	Wed	10 yd	YES
School Committee/Maintenance	454-456 Broadway	Wed		
Cambridgeport School	72 Elm Street	Thurs		
Engine 3 / Ladder 2	175 Cambridge Street	Thurs		
Engine 5 Fire Station	1384 Cambridge Street	Thurs		
Fletcher Maynard Academy	225 Windsor Street	Thurs	2 yd	YES
Frisoli Youth Center	61 Willow Street	Thurs		
Kennedy-Longfellow / Upper School Swing Space	158 Spring Street	Thurs	6 yd	YES
Newtowne Court (CHA)	Newtowne Court	Thurs	2 yd (several)	
North Cambridge Senior Center	2050 Massachusetts Ave	Thurs		
O'Connell Library Branch	48 Sixth Street	Thurs		
Police Headquarters	125 Sixth St	Thurs		
Public Works Department	147 Hampshire Street	Thurs		
School Administration Building	159 Thorndike	Thurs		
Valente Library Branch	826 Cambridge Street	Thurs		
City Hall	795 Massachusetts Ave	Thurs		
Amigos School	15 Upton Street	Fri		
Area 4 Youth Center	243 Harvard Street	Fri		
Cambridge Community Center	5 Callender Street	Fri		
Central Square Library Branch	45 Pearl Street	Fri		
Community Learning Center	19 Brookline Street	Fri		
Engine 2 / Ladder 3 Fire Station	378 Massachusetts Ave	Fri		
Engine 6 Fire Station	176 River Street	Fri		
Food for Free (non-profit)	11 Inman Street	Fri		
M.L. King School / Putnam Ave Upper School	100 Putnam Ave	Fri	TBD (2 or 4-yd)	YES
Manning Apartments (CHA) - after renovations	237 Franklin Street	Fri	2 yd (several)	
Moore Teen Center	11 Gilmore Street	Fri		
Morse School	40 Granite Street	Fri	6 yd	YES
Multi-Service Center & Cambridge Housing Authority (CHA)	5 Western Ave	Fri (even holiday wks)		
Senior Center	806 Massachusetts Ave	Fri (even holiday wks)		
Temple Street (CHA)	11 Temple Street	Fri	2 yd (several)	

Bidder Name _____

ATTACHMENT 9: PRIVATE SCHOOLS

Collection Day	Schools with CITY RECYCLING SERVICE	#	Street Name	SETOUT
Monday	Cambridge Friends School	5	Cadbury Road	Cadbury Rd.
Monday	Matignon High School	1	Matignon Road	At Churchill & Matignon
Monday	International School of Boston	45	Matignon Road	Matignon Rd.
Monday	Benjamin Banneker Charter Public School	21	Notre Dame Avenue	Sargent St.
Monday	Cambridge Montessori School	96	Sherman Street	
Monday	Cambridge Montessori School	129	Sherman Street	Bellis Cir.
Tuesday	St. Peter Elementary School	96	Concord Avenue	Manassas Ave.
Tuesday	Fayerweather Street School	765	Concord Avenue	Spinelli Pl.
Tuesday	Parents Nursery School	117	Cushing Street	
Tuesday	Cambridge Montessori School	161	Garden Street	Garden St.
Tuesday	Episcopal Divinity School	8	Saint John's Road	
Wednesday	Garden Nursery	24 A	Farwell Place	driveway
Thursday	Community Charter School of Cambridge	245	Bent Street	Bent St
Friday	Cambridgeport Children's Center	65R	Chestnut Street	
Friday	Prospect Hill Academy Charter School	50-54	Essex Street	Essex St.
Friday	James Farr Academy	71	Pearl Street	Auburn Street

Collection Day	Schools with PRIVATE RECYCLING SERVICE	#	Street Name
Tuesday	Shady Hill School	178	Coolidge Hill
Friday	Henry Buckner School	85	Bishop Allen Drive
Tuesday	Buckingham Browne and Nichols School	80	Gerry's Landing Road
Tuesday	Buckingham Browne and Nichols School	10	Buckingham Street
Tuesday	Buckingham Browne and Nichols School	80	Sparks Street
Wednesday	Cambridge Ellis School	80	Trowbridge Street

ATTACHMENT 10: PICKUP LOCATIONS ON PRIVATE PROPERTY

Collection Day	Address	Note	Location
Monday	30 Cambridgepark Drive		Behind the building
Monday	1-21 Walden Square		4 stops: 1) By dumpster Sherman St entrance. 2) By dumpsters along straight away (2 stops). 3) By dumpster rear of parking lot by hi-rise.
Monday	205-225 Walden Street	Gate, code needed.	2 stops: 1) By building by Wood St 2) By building off Sherman St
Monday	99 Sherman Street	City.	In parking lot next to the salt shed.
Monday	310-324 Rindge Avenue		Left side of driveway next to trash area.
Monday	362-364 Rindge Avenue		2 stops: 1) Left of building #362 by trash area. 2) Right of building #364 by trash area.
Monday	402 Rindge Avenue		On left side of building by trash area.
Monday	1000 Jackson Place	CHA. Also individual set outs (126).	3 stops: 1) By dumpster end of the driveway end of the complex. 2) By dumpster by small parking lot off Rindge. 3) By dumpster at end of Jackson Circle behind community center.
Tuesday	66 Homer Avenue		Behind building on right side against fence.
Tuesday	650 Concord Avenue		Behind bldg immediately on right.
Tuesday	197 Vassal Lane	School.	Behind the building.
Tuesday	700 Huron Avenue		In the driveway just off of Huron Avenue.
Tuesday	691 Huron Avenue	Golf Course.	At the back right corner of the parking lot by the clubhouse.
Wednesday	399-401 Broadway	Bldg gate is opened in AM for recycling truck.	Behind the building next to the dumpster.
Wednesday	491 Broadway	Fire HQ.	In the parking lot near the right side of the building.
Wednesday	1-36 Newtowne Court		Three stops: By trash houses along "path" cutting through property from Portland Street to Windsor Street.
Wednesday	131 Washington Street	Street cuts through CHA property.	Five stops: On left hand side.
Thursday	4-6 Canal Park		In driveway in front of building.
Thursday	170 Gore Street		Behind building, enter from Gore St, exit onto Lambert St.
Thursday	100 Memorial Drive		At loading dock behind building off Amherst Street.
Thursday	8-12 Museum Way		One of two stops: Loading dock at end of driveway just past building on the right when coming from North Point Blvd.
Thursday	217-218 Thorndike Place		Behind building on the right next to dumpster.
Thursday	427 Windsor Street		Back of Harwell Drive by fire lane.
Friday	808 Memorial Drive		Two stops: By dumpster to the right of Mobil gas station. Right side of "plaza" parking lot by fence.
Friday	100 Putnam Avenue	School.	At the loading dock off Kinnaird St.
Friday	17 Elm Street		Truck drives down Richardson Ct but driver has to go into parking area to get totes by fence.
Friday	237 Franklin	CHA. Maybe after renovations?	Down driveway to garage door.

Bidder Name _____

ATTACHMENT 11: BUILDINGS WITH DIFFERENT COLLECTION DAY

Collection District	Different Collection Day	#	Street Name	Building Name	Set Out	Units
Thursday	Wednesday	131	Washington Street	Washington Elms	Washington St, Windsor St, Harvard St	175
Thursday	Wednesday	1-36	Newtowne Court	Newtowne Court	Driveway through property	289
Tuesday	Wednesday	3	Church Street	First Parish Church		
Thursday	Wednesday	167	Harvard Street	(home across the street from Washington Elms)		2
Tuesday	Wednesday	4-6	University Road	Chapman Arms	Bennett Street	50
Friday	Thursday	795	Massachusetts Ave	City Hall	Inman St	
Friday	Thursday	129	Franklin Street	Kennedy Biscuit Lofts	Brookline St	142
Friday	Thursday	327-345	Franklin Street	Davenport Apartments		40
Friday	Thursday	332	Franklin Street	Cyrus Fellows Condominiums		28
Friday	Thursday	411	Franklin Street	Cambridge Court		123
Friday	Thursday	100	Memorial Drive		Amherst St loading dock	261
Friday	Thursday	348	Franklin Street	The Franklin		20
Friday	Thursday	80	Auburn Park	Auburn Court	Brookline St	137
Friday	Thursday	91	Sidney Street	University Park	Purinton St at Pacific	135
Friday	Thursday	23	Sidney Street	Loft23	Green St	51
Friday	Thursday	100	Landsdowne Street		Pacific St	203
Friday	Thursday	99	Memorial Drive	Charles River Yacht Club		

ATTACHMENT 12: MULTI-FAMILY BUILDINGS WITH A PRIVATE RECYCLING HAULER

Trash Day	Street #	Address	Units
Monday	1-11	Gray Street	23
Tuesday	1	Aberdeen Way	55
Tuesday	223	Cambridge Turnpike	152
Tuesday	70	Fawcett St	90
Tuesday	93-95	Winthrop Street	6
Wednesday	694-702	Green Street	20
Wednesday	16	Mellen Street	6
Wednesday	8	Plympton Street	45
Wednesday	20-20a	Prescott Street	40
Wednesday	22-24	Prescott Street	41
Wednesday	85-95	Prescott Street	82
Wednesday	1306	Massachusetts Avenue	41
Wednesday	472-474	Broadway	19
Wednesday	41-43	Banks Street	6
Wednesday	5	Everett Street	6
Wednesday	23-25	Flagg Street	6
Wednesday	12	Mellen Street	6
Wednesday	16	Prescott Street	6
Wednesday	9-13a	Ware Street	98
Thursday	75-83	Cambridge Parkway	206
Thursday	157	Sixth Street	37
Thursday	285	Third Street	292
Friday	101	Western Avenue	48

Additional buildings may be added to the weekly curbside recycling service during the contract term, at no additional cost to the City, as programs are established, new buildings are built and/or buildings served by a private hauler choose to switch to the City’s recycling Contractor. The Contractor is required to deliver containers to and provide collection service to buildings currently receiving recycling service from a private hauler if directed by the City. An update to this attachment will be provided before the contract begins.

ATTACHMENT 13: TOTER SPECIFICATIONS

Several brands of "toters" are in use in Cambridge: IPL, Cascade, Otto, Toter Inc., Rehrig Pacific, and Schaefer.

1. IPL

Compatible with semi-automated American hold (A3) and European hold (A1) and fully automated arm lift systems.

- Model number 60204, 95 gallons, Height: 46" (w/ lid) Width: 26.6" Depth: 34"
- Model number 60213, 65 gallons, Height: 40 3/16" Width: 23.3" Depth: 26 3/8"

2. Ottocarts

Compatible with rear, side or front-loader trucks and fully automated side loaders. Features compatible with fully automated arm lift systems and semi-automated bar lift systems.

- Model number MSD-68, 68 gallons, Height: 42.25" Width: 25.5" Depth: 26.7"
- Model number MSD-95, 100 gallons, Height: 46.5" Width: 26.4" Depth: 33.6"

3. Toter Inc.

Compatible with both fully automated and semi-automated lifters.

- Model 74596, 96 gallons, Height: 46.75" Width: 26.75" Depth: 35"
- Model 74564, 64 gallons, Height: 41.75" Width: 24" Depth: 31.5"

4. Cascade Engineering

Compatible with both fully automated and semi-automated lifters.

- Model: 9692615, 96 gallons, Height: 46" Width: 26" Depth: 34.5"
- Model: 6492529, 64 gallons, Height: 41.5" Width: 24" Depth: 27"

5. Schaeffer

Compatible with bar lock lifters or automated grabbers.

- Model: USD 95B, 95 gallons, Height: 46.5" Width: 28" Depth: 30.5"
- Model: USD 65B, 65 gallons, Height: 42.2" Width: 26" Depth: 26.8"

6. Rehrig Pacific HuskyLites

Compatible with semi-automated front and rear loaders, and fully automated side loaders.

- HuskyLite 95, 95 gallons, Height: 42.125" (w/lid) Width: 28.5" Depth: 34.125"

7. Zarn

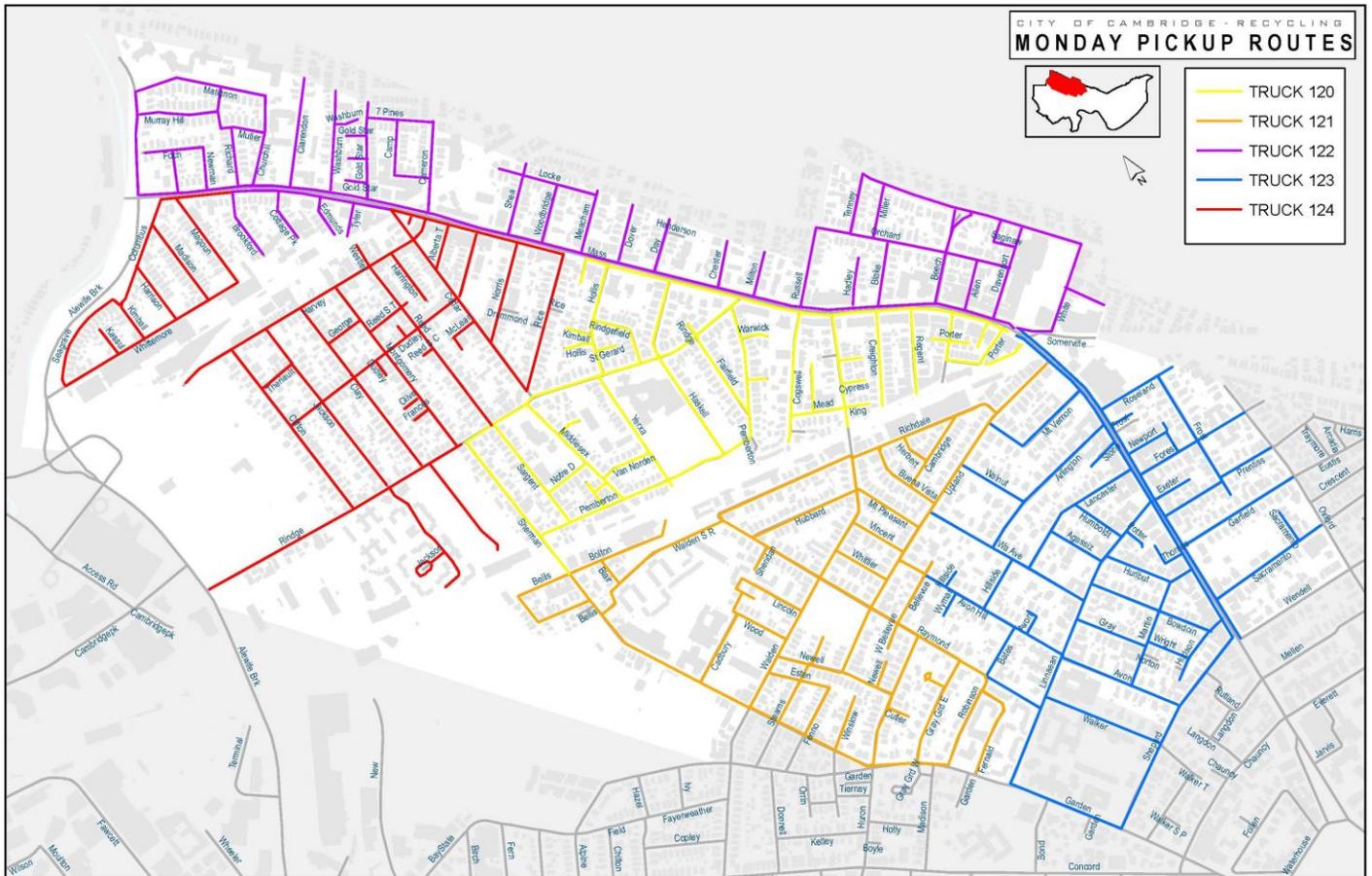
- Model: City Cart 3190, 95 gallons, Height: 45" Width 28 5/8" Depth 35"

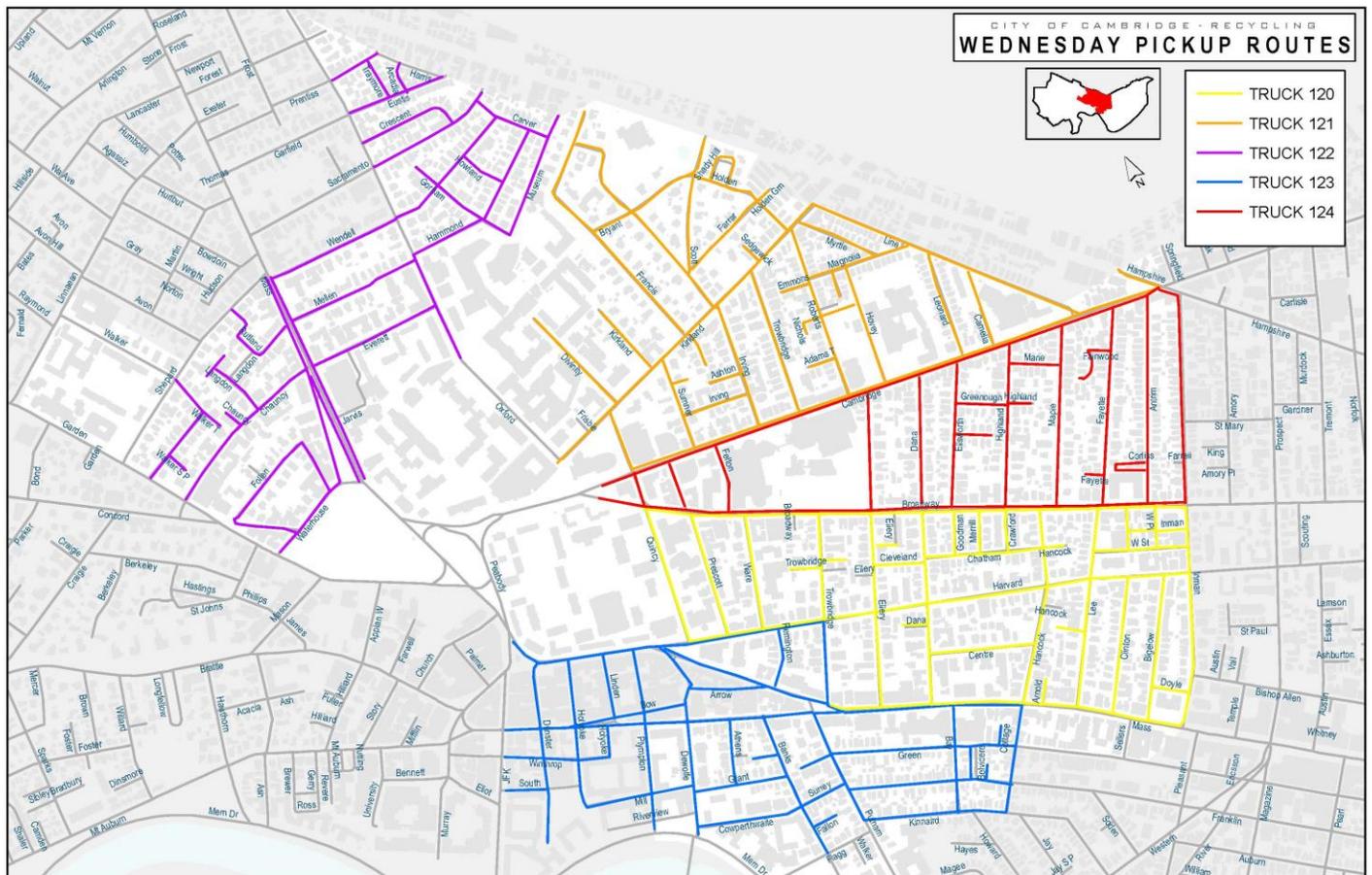
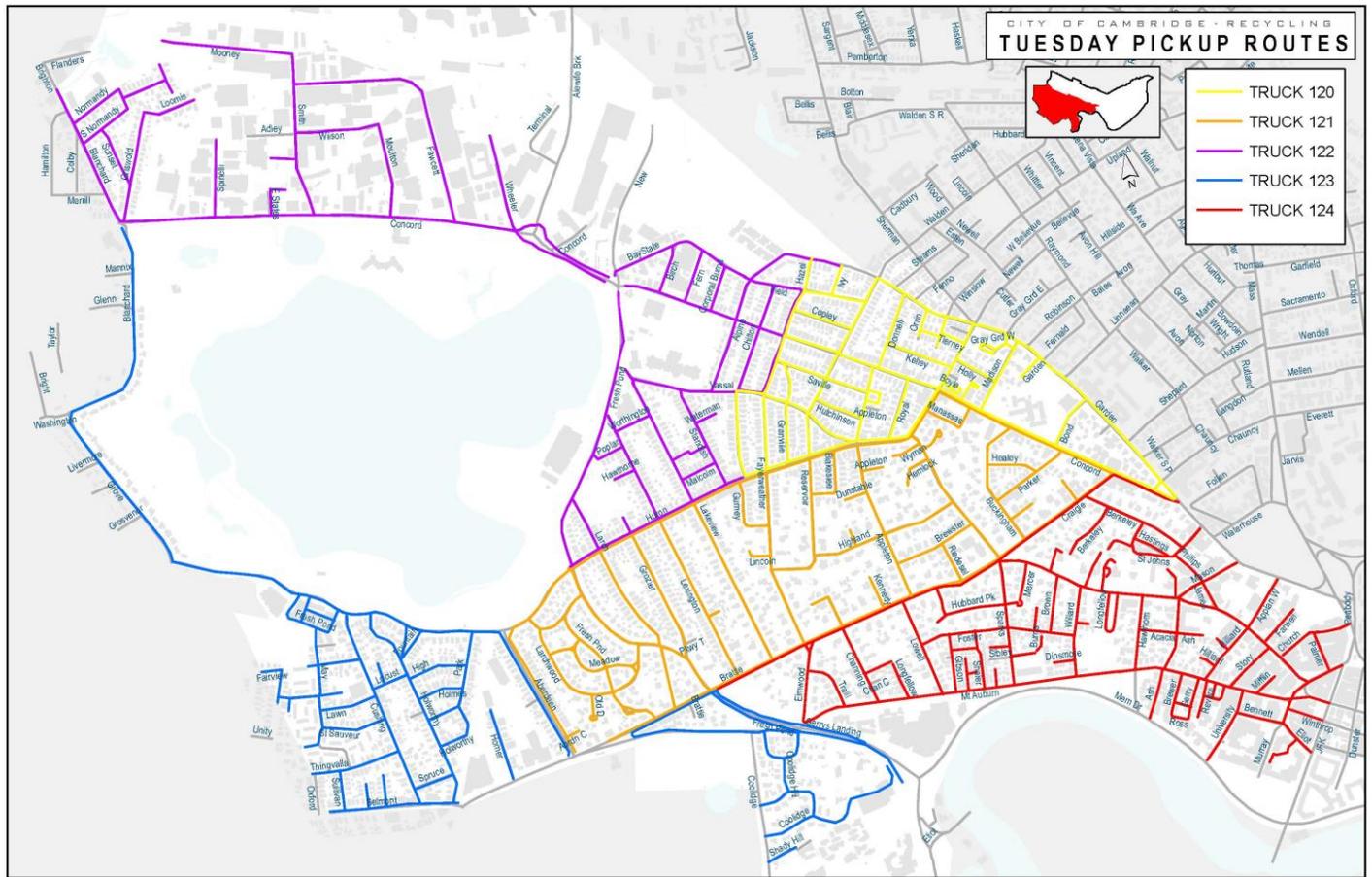
ATTACHMENT 14: COLLECTION ROUTE MAPS

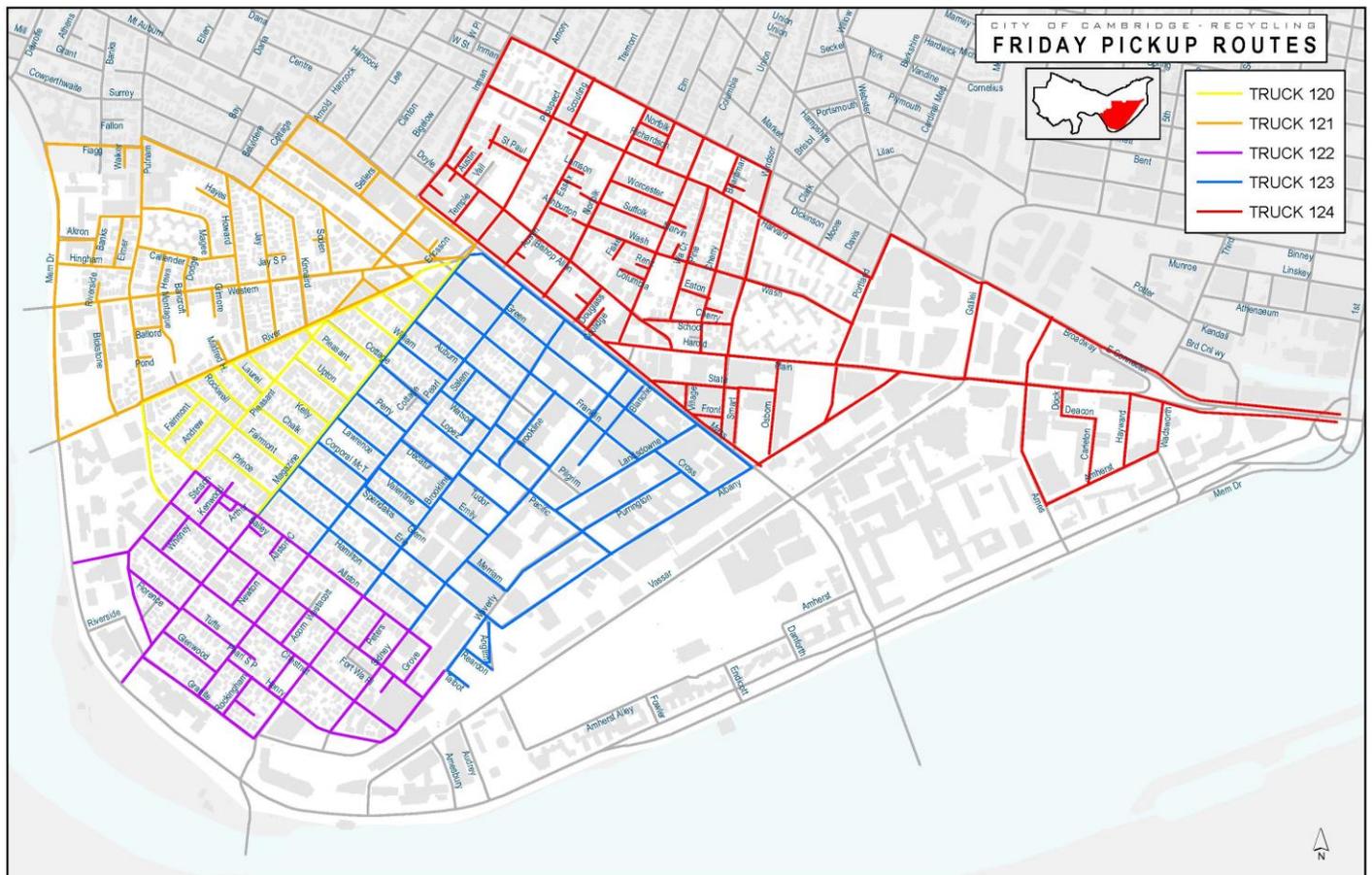
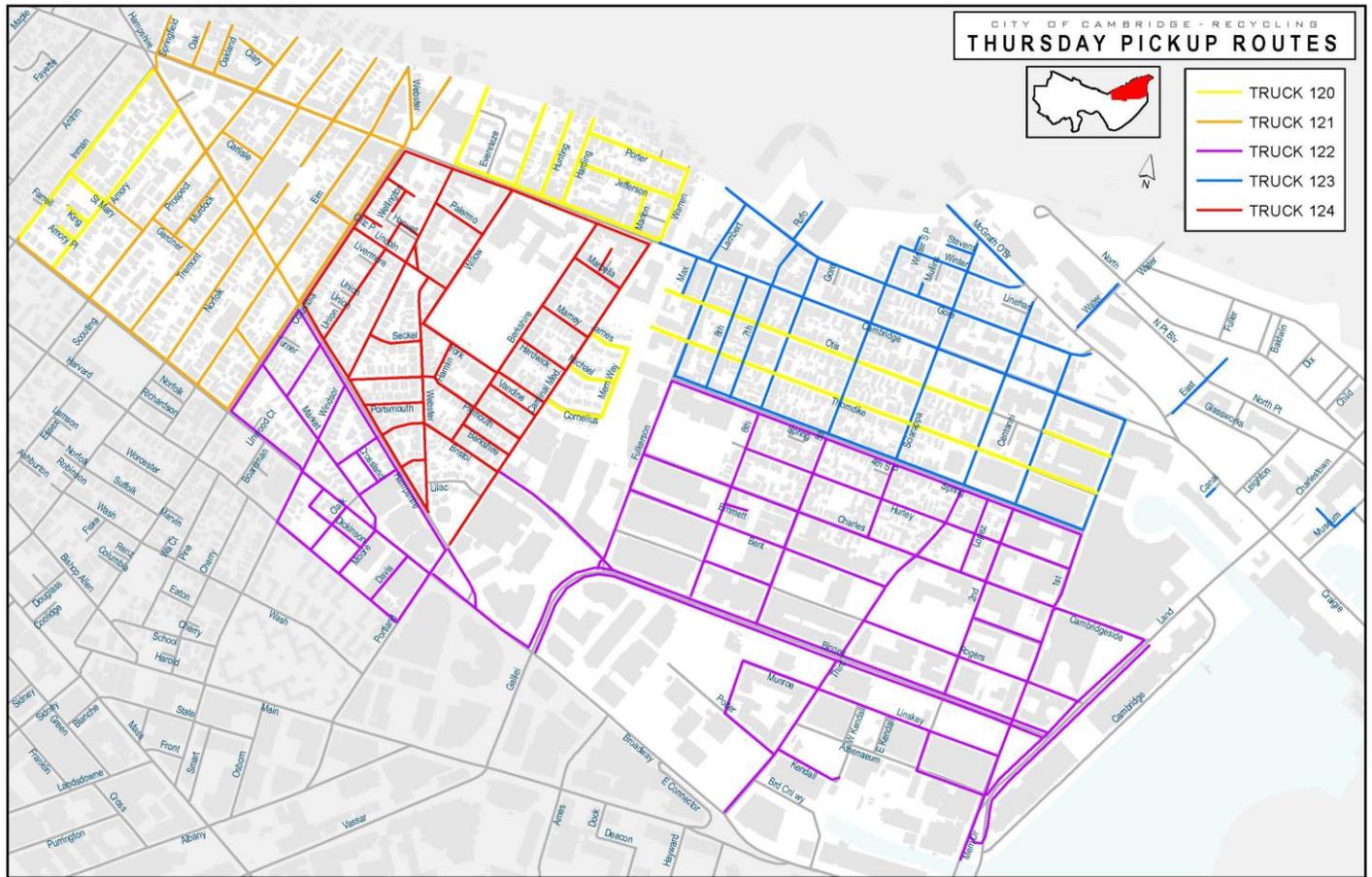
Collection occurs once per week in each of the City’s five collection divisions, with one division being covered on each weekday and all materials collected on the same day. About 6,300 households are served on Monday, 5,200 on Tuesday, 5,200 on Wednesday, 5,700 on Thursday and 6,000 on Friday. City buildings, schools and nonprofits are collected on the same day that the surrounding neighborhood is served. See specifications regarding changes to routes, schedules and holiday collection schedule information.

Upon request, the City can provide the current recycling routes as a .SHP data file, which is compatible with Esri ArcMap. The current Contractor has assigned rear loaders to the 120, 121 and 122 routes and side loaders to the 123 and 124 routes.

- **Monday:** North Cambridge: including all areas from the Arlington Line at Massachusetts Avenue down to Porter Square and back to the Sherman Street.
- **Tuesday:** West Cambridge: including all Huron Avenue areas up to Fresh Pond and Mount Auburn Streets back toward the Mount Auburn Hospital.
- **Wednesday:** Mid-Cambridge: including Broadway from Harvard Square to Antrim Street and Harvard Street from Harvard Square to Bigelow Street.
- **Thursday:** East Cambridge: includes Cambridge and Hampshire Streets from Prospect Street all the way down to First Street including all the side streets in that area.
- **Friday:** Central Square Area back to the Charles River: includes all streets within Central Square and MIT area as well as all streets in back of Central Square to Memorial Drive.







ATTACHMENT 15: CURRENT INCENTIVE PROGRAM FLYER

Driver Incentive Program

Earn money by collecting more recycling and yard waste!



How Does It Work?

Quarterly, the City pays each driver 10 cents for each ton recycled, divided by the number of drivers. If performance meets the City's expectations, you will also get a \$50 bonus.



What Are the Goals?

Maintain and improve performance. Be professional. Cooperate with your Supervisor and each other.



The more you pick up, the more money you earn!

RECYCLE MORE. TRASH LESS.

CONTAINERS

- ✓ Aerosol Cans (empty)
- ✓ Aluminum Cans, Trays & Foil
- ✓ Glass Bottles & Jars
- ✓ Metal Cans
- ✓ Milk Cartons & Juice Boxes
- ✓ Large Plastics (buckets, laundry baskets, toys)
- ✓ Stiff Plastic Containers
- ✓ Spiral Cans (potato chip, nut cans)

PAPERS

- ✓ Books (rip off hard covers)
- ✓ Cardboard Boxes
- ✓ Coffee Cups (empty, no Styrofoam)
- ✓ Frozen Food Boxes (if it rips)
- ✓ Newspapers with Inserts
- ✓ Magazines & Catalogs
- ✓ Paper Bags
- ✓ Paperboard (cereal & tissue boxes, paper towel rolls)
- ✓ Phone Books & Junk Mail (remove free samples)
- ✓ Pizza Boxes (empty, no food)
- ✓ Shredded Paper (in clear plastic or a paper bag)
- ✓ White & Colored Paper (staples, paper clips, spirals OK)
- ✓ Wrapping Paper

NO

- X No TRASH
- X No PLASTIC BAGS
- X No STYROFOAM
- X No FOOD WASTE
- X No Ceramics
- X No Clothes Hangers
- X No Dishes or Glassware
- X No Electronics
- X No Light Bulbs
- X No Mirrors
- X No Napkins or Paper Towels
- X No Paint Containers
- X No Photographs or Blueprints
- X No Pots, Pans or Scrap Metal
- X No Windows or Plate Glass

www.cambridgema.gov/recycle
PLACE CLEAN BOTTLES, CANS, PAPER AND CARDBOARD TOGETHER. FLATTEN OR NEST BOXES WHEN POSSIBLE.

617-349-4800

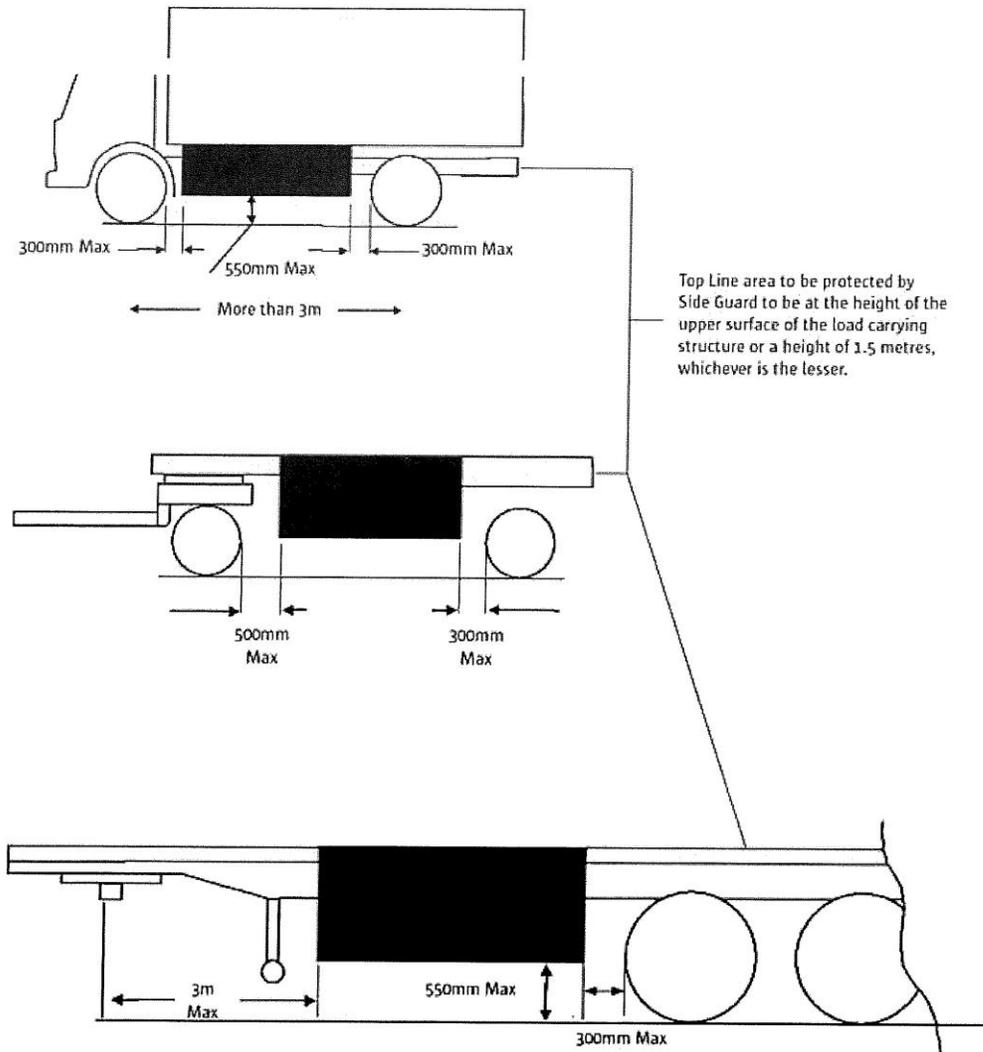
ATTACHMENT 16: YARD WASTE LABEL

The Contractor will provide the City with 5,000 labels per season that meet the following specifications: The labels are 15" long and 3 3/4" high. They are printed on white vinyl stock with white lettering on a solid PMS 225 background. The text is "YARD WASTE ONLY". Superimposed on the text is a black rectangle 1/4" high by 3 3/4" long with reverse out white letters that reads "FACE LABEL TOWARDS STREET."



ATTACHMENT 17: VEHICLE SAFETY EQUIPMENT REQUIREMENTS

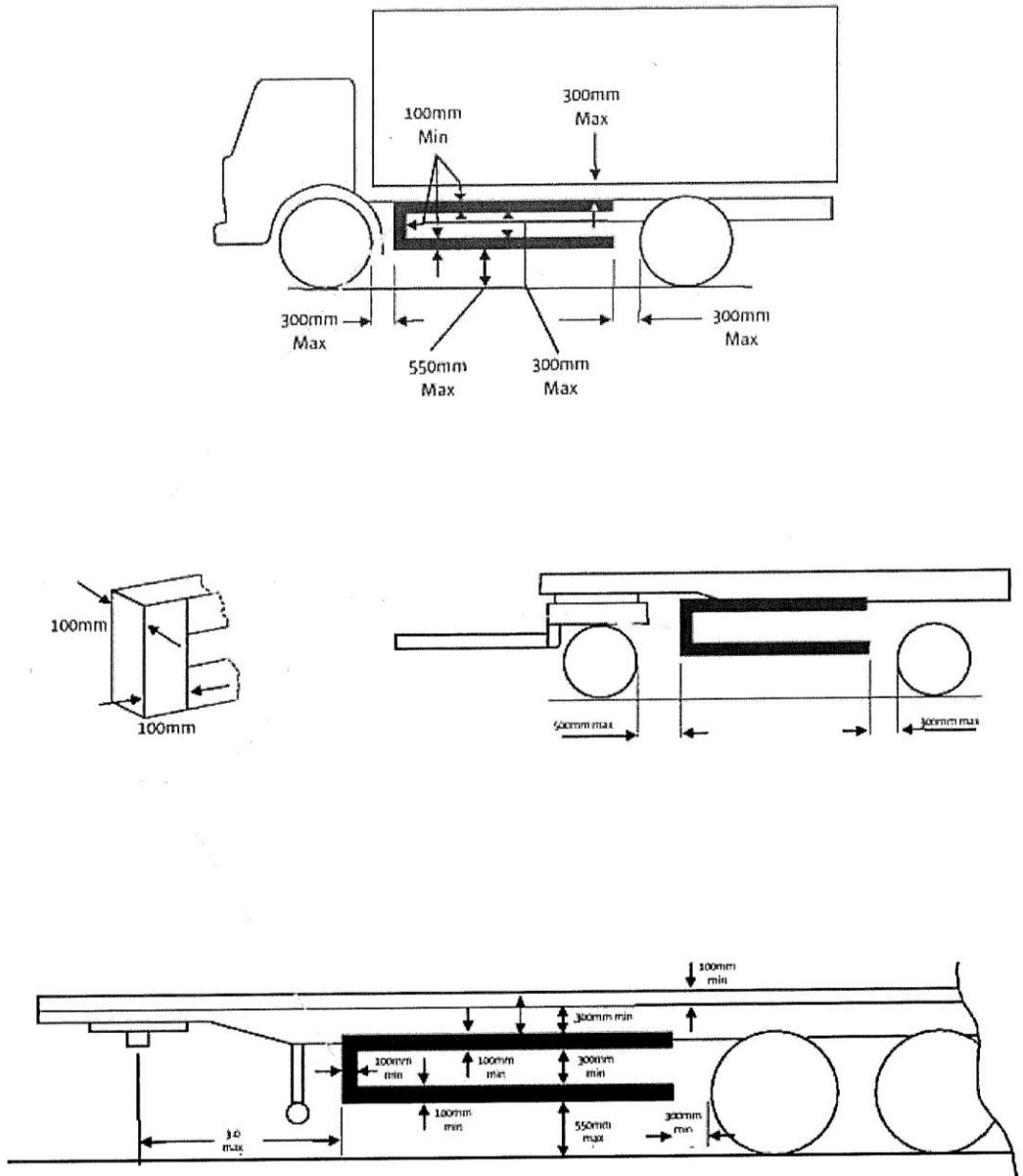
SIDE GUARDS AND REAR UNDERRUN PROTECTION



31

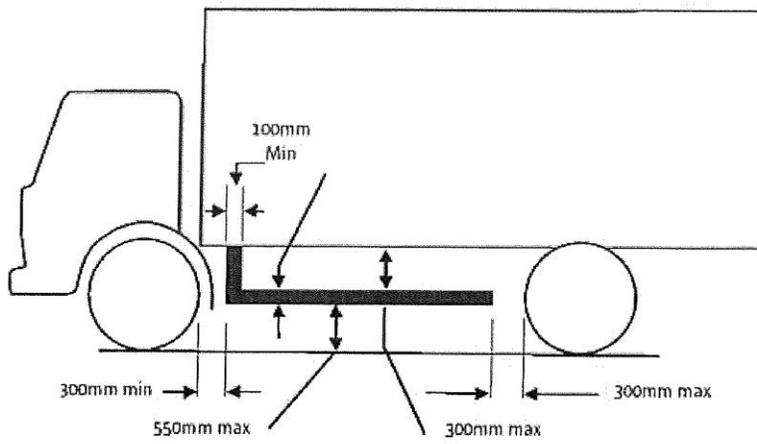
SIDE GUARDS AND REAR UNDERRUN PROTECTION Cont...

Examples of Maximum and Minimum Dimensions for Sideguards for Vehicles with Superstructure Wider than Tyres



SIDE GUARDS AND REAR UNDERRUN PROTECTION Cont...

Examples of Maximum and Minimum Dimensions for Sideguards for Vehicles with Superstructure Wider than Tyres



Dimensions in Millimetres

Single rail guards are required to be fitted with the same size front upright as shown for the twin rail guards on page 83. A single rail guard open ended at the front is not acceptable under any circumstances. However, single rail guards could be accepted where the front upright is substituted by a fixed item which would afford the same protection as a front upright.

ATTACHMENT 18: LIQUIDATED DAMAGES

A. Failure to immediately clean -up major spill during collection in or outside the City as a result of a truck failure to contain recyclables or yard waste.	\$1000 per occurrence
B. Failure to immediately clean -up minor spill, or litter mess, during collection.	\$150 per occurrence
C. Willful mishandling of bins, totes, barrels or dumpsters.	\$50 per occurrence
D. Replacement of containers such that they obstruct pedestrian walkways, driveways, parking places or are not at the location where they were set out for collection.	\$50 per occurrence
E. Following notice of a go back, failure to collect material from a specific location.	\$150 per occurrence
F. Failure to collect a scheduled street or street segment without DPW authorization.	\$500 per occurrence
G. Failure to collect the missed street or street segment by 12pm the next day.	\$500 per occurrence
H. Failure to leave a checked off notice on material rejected due to contamination or improper preparation.	\$50 per occurrence
I. Failure to reject recycling due to contamination or improper preparation.	\$50 per occurrence
J. Failure to notify the City of any address with rejected material on the same collection day.	\$50 per occurrence
K. Failure for any truck to not have a shovel and broom for employees to clean up litter messes created during the course of collection.	\$100 per occurrence
L. Employee misconduct or incompetent performance including obscenities, dishonesty, or intoxication by alcohol or drugs.	\$150 per occurrence
M. Failure to deliver a toter or bin on the scheduled day.	\$50 per toter per day
N. Continued violation of traffic laws, ordinances or regulations during the collection and haul, after written notice to correct from the City.	\$500 per occurrence
O. Failure to inform City within 30 minutes of truck breakdown, accident or property damage.	\$150 per occurrence
P. Failure by the Supervisor to call in prior to the end of each workday.	\$100 per occurrence
Q. Failure to maintain direct contact, either by phone or radio contact between the City and the Supervisor and drivers and between all vehicles servicing the City.	\$250 per occurrence
R. Failure by Contractor's management personnel to respond to the City within 48 hours of any written or phone correspondence.	\$250 per occurrence
S. Beginning any single collection route prior to 7am or finishing after 4pm without the City's prior consent.	\$100 per truck per day
T. Failure to repair any vehicle within 2 weeks that the City reports may have mechanical failures leading to litter or damage to the City's collection containers.	\$750 per truck per day
U. Failure to comply with an order from the City to provide additional trucks to maintain timely collection and haul in accordance with the contract.	\$100 per truck per day
V. Use of collection vehicle without owner's name and contact information clearly posted.	\$500 per truck per day
W. Use of collection vehicle without current inspection sticker or registration.	\$500 per occurrence
X. Use of a collection vehicle with "City of Cambridge" signage for collection/hauling of non-City of Cambridge material.	\$1500 per occurrence
Y. Improper disposal of recyclables or yard waste.	\$2000 per occurrence
Z. Rejection of recycling load at the Processing facility.	\$1000 per occurrence
A1. Failure to provide clean, presentable trucks as specified in Section 3-0.	\$50 per truck per day
A2. Violation of dress policy.	\$50 per occurrence

Bidder Name _____

ATTACHMENT 19

Chapter 2.121

LIVING WAGE ORDINANCE

Sections:

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

2.121.010 Title and Purpose.

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

2.121.020 Definitions.

For the purposes of this ordinance, the term:

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

(b) "Assistance" means:

(1) any grant, loan, tax incentive, bond financing, subsidy, or other form of assistance valued at least \$10,000 that an employer receives by or through the authority or approval

of the City of Cambridge, including, but not limited to, c. 121A tax abatements, industrial development bonds, Community Development Block Grant (CDBG) loans and grants, Enterprise Zone designations awarded after the effective date of this Chapter, and the lease of city owned land or buildings below market value; and

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

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

(c) "Beneficiary" means:

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

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

(d) "Covered Employer" means the City of Cambridge or a Beneficiary of Assistance.

(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 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.

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 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.

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

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

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

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

(1) The nature of the Assistance to which this Chapter applies;

(2) The specific or official name of the Assistance and Assistance program, the statutory or regulatory authority for the granting of the Assistance, and a copy of that authority;

(3) The conflicting statutory, regulatory, or constitutional provision or provisions that makes compliance with this Chapter unlawful,

and a copy of each such provision; and

(4) A factual explication and legal analysis of how compliance with this Chapter would violate the cited provision or provisions, and the legal consequences that would attach if the violation were to occur.

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

(1) The nature of the Assistance to which this Chapter applies;

(2) A detailed explanation of why payment of the Living Wage would cause a substantial hardship to the Covered Employer; and

(3) A statement of proposed wages below the Living Wage.

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

(1) The nature of the Assistance to which this Chapter applies;

(2) A detailed explanation of why the contracted work cannot be segregated from the other work of the bidding Covered Employers thereby making the cost of the contract with the payment of the Living Wage inordinately expensive or would result in a significant loss of services;

(h) Community Advisory Board review and recommendation regarding waiver requests.

The Community Advisory Board, as described in Section 2.121.070 of this ordinance, shall consider waiver requests along with their supporting documentation and analysis, and may hold a public hearing to consider the views of the public before making a recommendation to the City Manager regarding the waiver request. For a hardship waiver, the Community Advisory Board shall offer an opportunity to be heard to employees of the Covered Employer. After reviewing the recommendation of the Community Advisory Board, the City Manager may approve and grant or deny all or part of a request. The City Manager may in his or her discretion grant a temporary hardship waiver pending the hearing before the Community Advisory Board. For Chapter 30B contract waivers, the Community Advisory Board shall make its recommendation to the City Manager no more than thirty days after it is notified of

the request for a Chapter 30B contract waiver.

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

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

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

(2) work-study or cooperative educational programs;

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

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

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

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

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

2.121.050 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.

2.121.060 Duties of Covered Employers.

(a) Notification Requirements. Covered 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;
- (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, 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 as subject to adjustment under this ordinance and to comply with the provisions of this ordinance;
- (4) a list of Covered 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.

2.121.070 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.

2.121.080 Enforcement.

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

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

(b) Complaint procedures. An employee who believes that he or she is a Covered Employee or an applicant for a position to be filled by a Covered Employee who believes that his or her employer is not complying with requirements of this Chapter applicable to the employer may file a complaint with the Applicable Department or with the Community Advisory Board. Complaints of alleged violations may also be filed by concerned citizens or by the City Council. Complaints of alleged violations may be made at any time, but in no event more than three years after the last date of alleged violation, and shall be investigated promptly by the Applicable Department. Statements written or oral, made by an employee, shall be treated as confidential and shall not be disclosed to the Covered Employer without the consent of the employee.

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

or otherwise remedies the violation alleged if the violation involves matters other than wages, then the Applicable Department shall thereafter dismiss the complaint against the employer.

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

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

(2) Suspension of ongoing contract and subcontract payments;

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

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

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

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

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

(g) Retaliation and discrimination barred. A Covered Employer shall not discharge, reduce

the compensation or otherwise retaliate against any employee for making a complaint to the City, otherwise asserting his or her rights under this Chapter, participating in any of its proceedings or using any civil remedies to enforce his or her rights under the Chapter. The City shall investigate allegations of retaliation or discrimination and shall, if found to be true, after notice and a hearing, order appropriate relief as set out in paragraphs (c) and (d) herein

2.121.090 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.

2.121.100 Effective Date.

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

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.

ATTACHMENT 20

**City Of Cambridge
Articles of Agreement
SAMPLE**

S

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:

a

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 _____.

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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.**

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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.

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Article VIII. Governing laws and ordinances. This Contract is made subject to all the laws of the Commonwealth and the

e

Bidder Name _____

Ordinances of the City and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void (the remainder of the Contract shall not be affected) and the laws or ordinances shall be operative in lieu thereof.

Article IX. Performance Security. Upon execution of this Contract by the Contractor, the Contractor shall furnish to the City security for the faithful performance of this Contract in the amount of 100% of the value of the bid in the form of a performance bond issued by a surety satisfactory to the city or in the form of a certified check.

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

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

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

Approved as to Form:

The Contractor:

Nancy E. Glowa
City Solicitor

Signature and Title

Richard C. Rossi
City Manager

Amy L. Witts
Purchasing Agent

ATTACHMENT 21

GENERAL TERMS AND CONDITIONS

- LAWS:** All deliveries shall conform in every respect with all applicable laws of the Federal government, Commonwealth of Massachusetts and City of Cambridge.
- EQUAL OPPORTUNITY:** The Vendor in the performance of the contract shall not discriminate on the grounds of race, color, religious creed, national origin or ancestry, age, disability, sexual orientation, marital status, family status, military status, source of income, or sex in employment practices or in the selection or retention of subcontractors, and in the procurement of materials or rental of equipment. The City may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph
- TAXES:** Purchases made by the City are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax (except for gasoline) and any such taxes must not be included in the bid prices.
- QUANTITIES:** Unless otherwise stated, the quantities set forth herein are ESTIMATES ONLY. The City reserves the right to purchase the commodity(ies) specified in any amount less than the estimated amount.
- BID PRICES:** Bid prices shall include transportation and delivery charges fully prepaid to the City of Cambridge destination. Where the unit price and the total price are at variance, the unit price will prevail.
- DELIVERY AND PACKAGING:** Deliveries must be made in such quantities as called for in the purchase order and in the manufacturer's original packages. All deliveries must be **"inside" delivery with no assistance from City personnel. Tailgate deliveries will not be accepted.** Rejected material will be returned to the vendor at the vendor's expense.
- MODIFICATION OF BIDS:** Prior to bid opening, a bidder may correct, modify or withdraw its bid by making the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope indicating that it contains a modification or correction of the original bid submitted for the particular commodity and indicating the time and date of the bid opening.
- REJECTION OF BIDS:** The City reserves the right to reject any and all bids if it is in best interest of the City to do so.
- AWARD OF CONTRACT:** Contract(s) will be awarded within forty-five days of the bid opening unless award date is extended by consent of all parties concerned.
- INDEMNITY:** Unless otherwise provided by law, the Vendor will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees
- TERMINATION OF CONTRACT:** Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.
- ASSIGNABILITY:** The Vendor shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the City.
- MATERIAL SAFETY DATA SHEETS:** Pursuant to M.G.L. c. 111F, ss. 8, 9, and 10, any vendor who receives a contract resulting from this invitation agrees to submit a Material Safety Data Sheet for each toxic or hazardous substance or mixture containing such substance when deliveries are made. The vendor agrees to comply with all requirements set forth in the pertinent laws above.

Bidder Name _____

ATTACHMENT 22 PREVAILING WAGE INFORMATION

Bidder Name _____