

FORMAL BID	Bid Deposit Bid must be accompanied by a bid deposit in the form of a bid bond, or a treasure's certified or bank check payable to the City of Cambridge in the amount of five percent (5%) of the total amount of the bid for year one.
FILE NO: 5734	
COMMODITY: Street Sweeping Services	
NAME OF BIDDER:	
BIDDER'S FED. ID.	

TO: Cynthia H. Griffin, Purchasing Agent
 795 Massachusetts Avenue, Room 303
 Cambridge, MA 02139

PH: (617) 349-4310 FAX: (617) 349-4008

The undersigned submits this sealed bid to provide the commodity or services identified above, described in the specifications herein and advertised in the Cambridge Chronicle on Thursday, February 23, 2012, which is to be opened and publicly read at the Office of the Purchasing Agent, City Hall, 795 Mass. Ave., Room 303, Cambridge, MA by **11:00 A.M. on Thursday, March 8, 2012**. This bid may be downloaded from the City's web site, www.CambridgeMa.gov, Online Services, Current Bid List, Formal File #5734.

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

The envelope containing the bid must be labeled: "This envelope contains a bid for **Street Sweeping Services** opened at **11:00 A.M. on Thursday, March 8, 2012**. The bid and all documents submitted with it are public records.

If a percentage or dollar amount is indicated in this box, this bid must be accompanied by a **BID DEPOSIT** in the form of a bid bond or a treasurer's, certified or bank check made payable to the City of Cambridge in the amount of **5% of the total bid amount for one year**.

This bid process and the award of the contract are made in conformity with M.G.L. c. 30B, unless otherwise stated. See other side of this form for General Terms and Conditions that shall become part of any Contract awarded through this Formal Bid.

This bid includes addenda numbered: _____

SIGNATURE OF BIDDER: _____

TITLE OF SIGNATORY _____

ADDRESS OF BIDDER _____

TELEPHONE NUMBER _____ FAX NUMBER: _____

EMAIL ADDRESS _____

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

() Corporation, incorporated in the State of: _____

() Partnership. Names of partners: _____

() Individual: _____

Name of Bidder: _____

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.

Name of Bidder: _____

TO: Cynthia H. Griffin, Purchasing Agent
City Hall, Cambridge, Massachusetts 02139

The undersigned hereby proposes to furnish the labor and equipment required for **Street Sweeping Services** for the City of Cambridge, Massachusetts, for a period of one year with two one year options to renew at the sole discretion of the City, in accordance with the following specifications and proposal schedule. The contract shall commence on or about April 1, 2012. **A contract will be awarded to the responsive and responsible bidder offering the lowest price for the labor and equipment for year one, 2012. The City will renew years two and three depending on the performance of the contractor and the price for the subsequent years.** Prices must remain FIRM during the entire contract period. The payment and performance obligation for each succeeding year of the multi year contract will be subject to the appropriation and availability funds.

A sample contract is attached hereto. The bidder must be willing to sign the City's contract. The City will not accept a bidders terms & conditions.

Contract will be awarded within forty-five days of the bid opening unless award date is extended by consent of all parties concerned.

PLEASE SUBMIT YOUR BID IN DUPLICATE

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 with a notation on the envelope indicating that it contains a modification or correction of the original bid submitted for the particular commodity and indicating the date and time of the bid opening.

Bid Deposit

Bid must be accompanied by a bid deposit in the form of a bid bond, or a treasurer's certified or bank check payable to the City of Cambridge in the amount of five percent (5%) of the total amount of the bid for year one.

Performance Bond Requirements

The successful bidder will be required to provide a Performance Bond by a company authorized to do business under the laws of the Commonwealth of Massachusetts and are satisfactory to the Awarding Authority, equal to one hundred (100%) of the contract price before signing of the contract. The premium on the bond shall be included in the base bid.

Living Wage Requirements

The City of Cambridge has a Living Wage Requirement that establishes minimum hourly rates for all personnel providing contract services to the City. The City of Cambridge's Living Wage as of **March 1, 2011 is \$13.90** per hour. The Living Wage requirements are attached.

Prevailing Wage Requirements

Attention is called to the fact that no less than the prevailing wage rates is set forth in the schedule contained in the specifications must be paid on this project.

Questions

Questions concerning this Formal Bid, including any exceptions to the specifications must be submitted in writing and faxed to the Office of the Purchasing Agent, Cynthia H Griffin, Fax #617-349-4008. All questions must be submitted no later than **Thursday March 1, 2012 by 3:00 PM.** An addendum will be posted to the website to notify bidders of the questions and answers. Please check the website for Addendums before submitting your bid to the City. Bidders will not be notified individually of Addendums.

Name of Bidder: _____

Please check the bidders list of the website. If your firm is not listed on the bidders list, please click on "Registry" and notify us that you have downloaded the bid document.

Bid Results

The tab sheet and the contract award information will not be mailed to the bidders individually. A tab sheet with the bid results will be posted to the website soon after the bid opening. The tab sheet will include the "contract award" information as soon as it is determined.

Quality Requirements

A "NO" response, a failure to respond, or a failure to meet any of the following Quality Requirements will result in a rejection of your bid. Circle "Yes" or "No" for each of the following requirements (1-3):

- 1. Bidder has a minimum of three (3) year's experience in municipal sweeping.

Yes No

- 2. Bidder owns, has a signed lease, or has a commitment letter for a minimum of three vacuum sweepers and four mechanical broom sweepers (Elgin Pelican or equal), that meet the requirements in the section "Equipment Requirements".

Yes No

- 3. Bidder can provide, upon request, proof of financial solvency.

Yes No

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. Bidder must submit in writing at least three (3) references evidencing the capability to provide street sweeping services in a municipality of similar or greater size than the City of Cambridge. Each reference must include contact value and description of work performed, with contact information for individual having contract management responsibility. In addition the City reserves the right to use itself as a reference.
- 2. Bidder must provide copies of certificates of insurance and registrations of each vehicle to be used before commencing work under this contract.
- 3. Bidder must submit evidence of ownership, lease or intent to lease required equipment.

- 4. Bidder must list all equipment for use under this contract.

Year	Make	Model	Serial #	Registration
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____

Name of Bidder: _____

INSURANCE OBLIGATIONS

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 a result of any operation of the Contractor, its subcontractors, or their employees.

The insurance required shall include all major divisions of coverage, and shall be on a comprehensive general basis including Premises and Operations (including X-C-U), Owner's and Contractor's Protective, Products and Completed Operations, and Owned and 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 losses.

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

NOTICE OF OCCURANCE is to be given to the City Manager, City of Cambridge, City Hall, 795 Massachusetts Avenue, Cambridge, MA 02139.

Carriers must have and A.M. Best rating of AX or better.

INSURANCE POLICY MUST COVER THE ENTIRE CONTRACT PERIOD.

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 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

Name of Bidder: _____

LIMITS OF LIABILITY OF ALL UNDERLYING INSURANCE. THE CITY OF CAMBRIDGE MUST BE AN ADDITIONAL INSURED ON ANY SUCH UMBRELLA POLICY.

THE CITY RESERVES THE RIGHT, AT ITS SOLE DISCRETION; TO AMEND THE INSURANCE REQUIREMENTS SET FORTH ABOVE.

SCOPE OF WORK

GENERAL INFORMATION

The City of Cambridge intends to contract for professional street sweeping services for a period of one (1) year beginning on or about April 1, 2012, with two one-year options to renew at the sole discretion of the City, beginning on or about April 1, 2013 and April 1, 2014 respectively.

Cambridge has approximately 125 miles of roadway totaling approximately 300 curb miles.

The Contractor shall sweep all designated streets owned or maintained by the City. The Contractor shall supply all labor, fuel and equipment to sweep the entire city during each one month period, as described in the attached section map and monthly schedule and in accordance with the City's parking bans.

The City expects to operate a minimum of two mechanical sweepers for services under the contract, with the option of up to four sweepers during the spring months of March-May, and the fall months of October – December, or at other times during the contract year for sweeping assignments to make-up for cancellations due to inclement weather or other unexpected conditions.

The City expects to operate a minimum of two vacuum sweepers for services under the contract, with the option of up to three sweepers during the spring month of April, and the fall month of November, or at other times during the contract year for sweeping assignments to make-up for cancellations due to inclement weather or other unexpected conditions.

The term "debris" shall mean all materials normally picked up by a mechanical or vacuum sweeper such as sand, salt, glass, leaves, paper, cans, etc. It will not include large items that would damage the equipment such as large stones, wood, cable, etc.

The word "street" shall mean the paved area between the normal curb line of a roadway whether or not there exists an actual curb. It shall not include any ways which would cause damage to the equipment used and does not include sidewalks or areas adjacent to the roadway.

The Contractor shall clean assigned streets of all debris regardless of the number of passes required to do so.

SCHEDULE

1. Depending on weather conditions, the daily mechanical sweeping program shall be in effect for nine months from April 1 through December 30 according to a definite schedule and on an as needed basis as follows:
 - From Monday through Friday, a minimum of one mechanical sweeper shall be used between 4 a.m. and 12 noon, and a minimum of one additional mechanical sweeper shall be used between 6 a.m. and 2 p.m.
 - On Saturdays, Sundays and holidays a minimum of one mechanical sweeper shall be used between 4 a.m. and 8 a.m. in the various city squares. It should be understood that sweeping in the various city squares begins at 4:00 A.M.

- Sweepers held past 2 p.m. Monday through Friday or past 8 a.m. Saturday, Sunday, or on a holiday shall be paid on a straight time basis.
 - During the months January 1 through March 31 mechanical sweeping shall be provided as requested by the City on an hourly basis, as needed.
2. Depending on weather conditions, the daily vacuum sweeping program shall be in effect for the months of April and November according to a definite schedule and on an as needed basis as follows:
- From Monday through Friday, a minimum of one vacuum sweeper shall be used between 4 a.m. and 12 noon, and a minimum of one additional vacuum sweeper shall be used between 6 a.m. and 2 p.m.
 - Sweepers held past 2 p.m. Monday through Friday shall be paid on a straight time basis.
- During the months other than April and November vacuum sweeping shall be provided as requested by the City on an hourly basis, as needed.
3. Sweepers must perform street cleaning during the above listed hours. Travel, clean-up and wash down time shall **not** be billable hours.
4. The City reserves the right to modify the daily schedule and/or to cancel a week, weeks or months of sweeping operations with one (1) month advance notice.

EMERGENCY/SPECIAL EVENT

If sweepers are required to respond to an emergency clean-up request by the City, a City Special Event or an event other than the above described work, the Contractor shall be paid on an hourly overtime basis. The Contractor shall respond by having sweeper(s) at requested site within one (1) hour from receipt of request by the City.

EQUIPMENT REQUIREMENTS

1. The Contractor must own/lease and have available at a minimum four front-end dump mechanical sweepers that meet the following requirements:
- Mechanical sweepers must be front-end dumps, capable of dumping directly into City trucks or containers for removal by the City.
 - Sweepers must have two gutter brooms and a main broom capable of sweeping a minimum of a nine foot path. Brooms should be replaced when they are reduced to half their original length.
 - All machine brooms should be kept down and sweeping during the entire length of any sweeping operation.
2. The Contractor shall own/lease and have available at a minimum three vacuum sweepers that meet the following requirements:
- Four wheel regenerative close system vacuum sweepers effective in picking up both small particles and larger debris.
 - Equipped with a minimum of four yard hopper.

Name of Bidder: _____

- Capable of operating under 70 decibel at 25 feet.
3. The successful bidder must have proof of ownership, a signed lease or has a commitment letter for the four mechanical and three vacuum sweepers which meet the above requirements.
 4. Mechanical and vacuum sweepers must be no more than three (3) years of age at the start of the contract and for the duration of the contract year and subsequent years if the contract is subsequently renewed for an additional one or two years.
 5. The equipment to be used by the Contractor shall be inspected by the Commissioner of Public Works or designee within two weeks of award and again prior to the start of subsequent contract years if the contract is renewed for an additional one or two years. The contractor must schedule the inspection through the Department of Public Works Environmental Services Manager, or his designee. Failure to schedule an inspection shall be deemed to be solely the fault of the contractor.
 6. The Contractor shall provide all fuel for the equipment.
 7. All sweepers must have 2-way radio systems and the ability to communicate on the Cambridge DPW radio frequencies.
 8. All machines must be equipped with an efficient water spray system for dust control.
 9. Machines must be properly registered and insured in accordance with the motor vehicle laws of the Commonwealth of Massachusetts.
 10. Machines must be maintained in good working condition throughout the contract.
 11. A sufficient supply of spare parts must be kept on hand to insure a continuous operation.
 12. It shall be the City of Cambridge's sole discretion to determine if the bidder's submission of equipment is equal. The bidder must submit with its bid, detailed factory specification and all other necessary data on the equipment proposed, if it differs from that specified.

EQUIPMENT BREAKDOWN

The Contractor shall maintain all equipment used in the contract in good running condition. In the event of equipment breakdown, the contractor will either repair or replace the disabled sweeper within **one (1) hour**.

DEBRIS DISPOSAL

The Contractor shall dump all debris into City trucks. In an emergency, debris may be dumped in locations designated by the Commissioner of Public Works or designee. The City will transport and dispose of debris.

PAYMENT

The Contractor shall submit monthly invoices directly to Cambridge DPW, 147 Hampshire Street. Monthly invoices shall detail dates and daily hours per machine. Payment shall be made at the hourly rate per machine. In the event the City cancels a scheduled sweeping operation due to inclement weather, the contractor shall be given advance notice and there shall be no payment. If an ongoing sweeping operation is cancelled due to developing inclement weather, the contractor shall be paid the hourly rate for the time worked or a minimum four (4) hours, whichever is greater. If a sweeper is disabled, repaired and is working again within one (1) hour, no deduction shall be made. For longer periods of time, deductions shall be taken for the actual down time beyond one hour.

Name of Bidder: _____

USE OF CITY HYDRANT

In accordance with rules and regulations of the Massachusetts Department of Environmental Protection and the City of Cambridge Water Department, the Contractor is required to provide a backflow preventer and to obtain a permit from the Water Department at (617) 349.4770 before using any hydrant within the City.

The City will shut down any jobs violating this provision.

CITY OBLIGATIONS TO CONTRACTOR

1. Provide adequate hydrants and water throughout the City for filling water spray system.
2. Provide and maintain an adequate disposal site for debris picked up by the sweepers.
3. Provide a wash down location at 147 Hampshire Street. Cleaning of sweepers outside the designated wash down location will not be allowed.

CONTRACTOR OBLIGATIONS AND MINIMUM REQUIREMENTS

1. Contractor must show ownership or a signed lease for a minimum of four mechanical and three vacuum sweepers that meet specifications. The number of sweepers used at a particular time will be determined by the requirements of the sweeping program.
2. Contractor shall maintain frequency of sweeping as scheduled subject to severe weather conditions and shall clean streets of all debris regardless of the number of passes required to do so. The Contractor shall not be required to do any hand work except for the pick-up of spillage when dumping into City vehicles.
3. Contractor shall comply with all federal, state and municipal laws and regulations including City of Cambridge Water Permit procedures. Contractor personnel shall be licensed to operate contract equipment in accordance with Massachusetts motor vehicle laws. The contractor must, upon request by the City, provide operator's License and equipment Motor Vehicle Registration at anytime during this contract for inspection by the City.
4. Contractor personnel shall exhibit polite and professional behavior during all sweeping operations and in dealing with the public.
5. Contractor agrees not to sublet or assign the contract in whole or in part without the approval or the authorization of the Commissioner of Public Works. However, nothing contained in this agreement shall create any contractual relationship between a subcontractor and the City.
6. Contractor agrees to indemnify and defend City and hold it harmless from loss, liability, damage, claims, demands and costs and expenses including, but not limited to court costs, actual expenses and reasonable in-house and outside attorney's fees, of any person or persons arising out of, or based upon, personal injury, death or property damage resulting directly from any act of negligence on the part of the contractor, its agents, employees, subcontractors, and licensees in connection with this contract. City reserves the right to select outside counsel, subject to the approval of contractor and not to be unreasonably withheld, to defend any such actions.

LIQUIDATED DAMAGES

The City shall be entitled to assess liquidated damages against the Contractor for failure to perform specific contract obligations. The liquidated damages provided herein are not penalties but represent a fair measure of damages that shall 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 shall assess liquidated damages after providing a written warning to the Contractor regarding its failure to perform and indicating the method of correction. The DPW Commissioner or designee shall inform the Contractor of his or her availability over the subsequent five business days for the Contractor to request a convenient time to meet to discuss any failure to perform before damages are assessed. The City shall deduct the liquidated damages assessed from any payment owed to the Contractor as a credit or offset of such amount.

List of Liquidated Damages:

Use of equipment more than three years old	\$200 per machine per day
Failure to repair or provide a replacement machine within one hour	\$100 per machine per hour above first two hours
Failure to replace brooms as specified in item 1 of the section entitled Equipment Requirements	\$100 per machine per day
Violation of traffic laws, ordinances or regulations during operations	\$250 per machine per day

This area is intentionally left blank.

PRICE PROPOSAL

The price shall be in accordance with plans and specifications, including all labor, materials and equipment including fuel. The price shall remain firm for the contract period. Quantities are estimates only. Actual quantities to be as needed.

The proposed price for Year One – 2012 equals

Item No.	Quantity	Unit	Description	Unit Price	Total Price
1	3800	Hours	Mechanical Sweeping – regular time		
2	50	Hours	Mechanical Sweeping – overtime		
3	960	Hours	Vacuum Sweeping – regular time		
4	10	Hours	Vacuum Sweeping - overtime		
				TOTAL	

Total bid Year 2012 in words _____

The proposed price for Year Two – 2013 equals

Item No.	Quantity	Unit	Description	Unit Price	Total Price
1	3800	Hours	Mechanical Sweeping – regular time		
2	50	Hours	Mechanical Sweeping – overtime		
3	960	Hours	Vacuum Sweeping – regular time		
4	10	Hours	Vacuum Sweeping - overtime		
				TOTAL	

Total bid Year 2013 in words _____

The proposed price for Year Three – 2014 equals

Item No.	Quantity	Unit	Description	Unit Price	Total Price
1	3800	Hours	Mechanical Sweeping – regular time		
2	50	Hours	Mechanical Sweeping – overtime		
3	960	Hours	Vacuum Sweeping – regular time		
4	10	Hours	Vacuum Sweeping - overtime		
				TOTAL	

Total bid Year 2014 in words _____

Signature of person submitting bid

Name of Bidder: _____

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

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 bidder 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 bidder's services, the individual with the disability must meet the essential eligibility requirements for receipt of the bidder's services or participation in the bidder's programs or activities with or without: 1) reasonable modifications to the bidder's rules, policies and practices; 2) removal of architectural, communication, or transportation barriers; or, 3) provisions of auxiliary aids and services.

By submitting its bid, the bidder 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 bidder is receiving federal funds.

As required by M.G.L. c. 62C, §49A, the undersigned certifies under the penalties of perjury that the bidder 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 under penalties of perjury that this bid or proposal 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.

(Signature)

(Name of person signing bid)

(Name of Business)

Address: _____

City, State, Zip Code _____

This form must be submitted with your bid

Name of Bidder: _____

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 bid

Name of Bidder: _____

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

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

Name of Bidder: _____

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 yeas and nays vote:-

Yeas 9; Nays 0; Absent 0.

Attest:- D. Margaret Drury, City Clerk.

A true copy;

ATTEST:-

D. Margaret Drury
City Clerk

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

Name of Bidder: _____

(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.

Name of Bidder: _____

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



DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Cambridge
Contract Number: 5732
Description of Work: Street Sweeping Service

City/Town: CAMBRIDGE

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Sweeper						
FLAGGER & SIGNALER <i>LABORERS - ZONE 1</i>	12/01/2011	\$20.50	\$7.10	\$0.00	0.00	\$27.60
Laborer / Driver <i>{LOCAL 25/379}</i>	07/01/2011	\$24.80	\$5.49	\$0.00	0.00	\$30.29

Additional Apprentices Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentices ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours) unless otherwise specified.

- * Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.
- ** Multiple ratios are listed in the comment field.
- *** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.
- **** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

MASSACHUSETTS WEEKLY CERTIFIED PAYROLL REPORT FORM



Company's Name:		Address:		Phone No.:		Payroll No.:												
Employer's Signature:		Title:		Contract No.:		Work Week Ending:												
Awarding Authority's Name:		Public Works Project Name:		Public Works Project Location:		Min. Wage Rate Sheet No.:												
General / Prime Contractor's Name:		Subcontractor's Name:		Employer's Hourly Fringe Benefit Contributions														
Employee Name & Complete Address	Employee is OSHA 10 Certified (?)	Work Classification:	Appr. Rate (%)	Hours							Project Hours (A) All Other Hours	Hourly Base Wage (B)	Health & Welfare Insurance (C)	ERISA Pension Plan (D)	Supp. Unemp (E)	Total Hourly Prev. Wage (F)	Project Gross Wages (G)	Total Gross Wages (H)
				Su.	Mo.	Tu.	We.	Th.	Fr.	Sa.								
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NOTE: Pursuant to MGL Ch. 149 s.27B, every contractor and subcontractor is required to submit a "true and accurate" copy of their weekly payroll records directly to the awarding authority. Failure to comply may result in the commencement of a criminal action or the issuance of a civil citation.

Date received by awarding authority _____ / _____ / _____

The Official Website of the Executive Office of Labor and Workforce Development (EOLWD)

Labor and Workforce Development



Home Labor Standards Prevailing Wage Program

Notice to Awarding Authorities

The Massachusetts Prevailing Wage Law

M.G.L. c. 149, §§26-27

NOTICE TO AWARDING AUTHORITIES

- The enclosed wage schedule applies only to the specific project listed at the top of the schedule, and these rates will remain in effect for the duration of the project, except in the case of multi-year projects. For projects lasting longer than one year, awarding authorities must request updated rates.
- You should request an updated wage schedule from the Department of Labor Standards if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.
- Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

NOTICE TO CONTRACTORS

- The enclosed wage schedule must be posted in a conspicuous place at the work site during the life of the project.
- The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- The enclosed wage schedule applies to all phases of the project, including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.
- All apprentices must be registered with the Massachusetts Division of Apprenticeship Training (DAT) in order to be paid at the lower apprentice rates. All apprentices must keep his/her apprentice identification card on his/her person during all work hours. If a worker is not registered with DAT, they must be paid the "total rate" listed on the wage schedule regardless of experience or skill level. For further information, please call 617-626-5409, or write to:
DAT, 19 Staniford Street, 1st Floor, P.O. Box 146759, Boston, MA 02114.

**WEEKLY PAYROLL RECORDS REPORT
& STATEMENT OF COMPLIANCE**

In accordance with Massachusetts General Law c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years from the date of completion of the project.

Each such contractor or subcontractor shall furnish to the awarding authority directly within 15 days after completion of its portion of the work, a statement, executed by the contractor, subcontractor or by any authorized officer thereof who supervised the payment of wages, this form.

STATEMENT OF COMPLIANCE

_____, 20____

I, _____,
(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by
_____ on the _____

(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature _____

Title _____

**City Of Cambridge
Articles Of Agreement**

Commodity:

File Number:

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

Address:

Telephone, Fax, E-mail:

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

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

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

Contract Value:

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

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

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

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

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

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

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 other identical instruments set their hands the day and year first above written.

Approved as to Form:

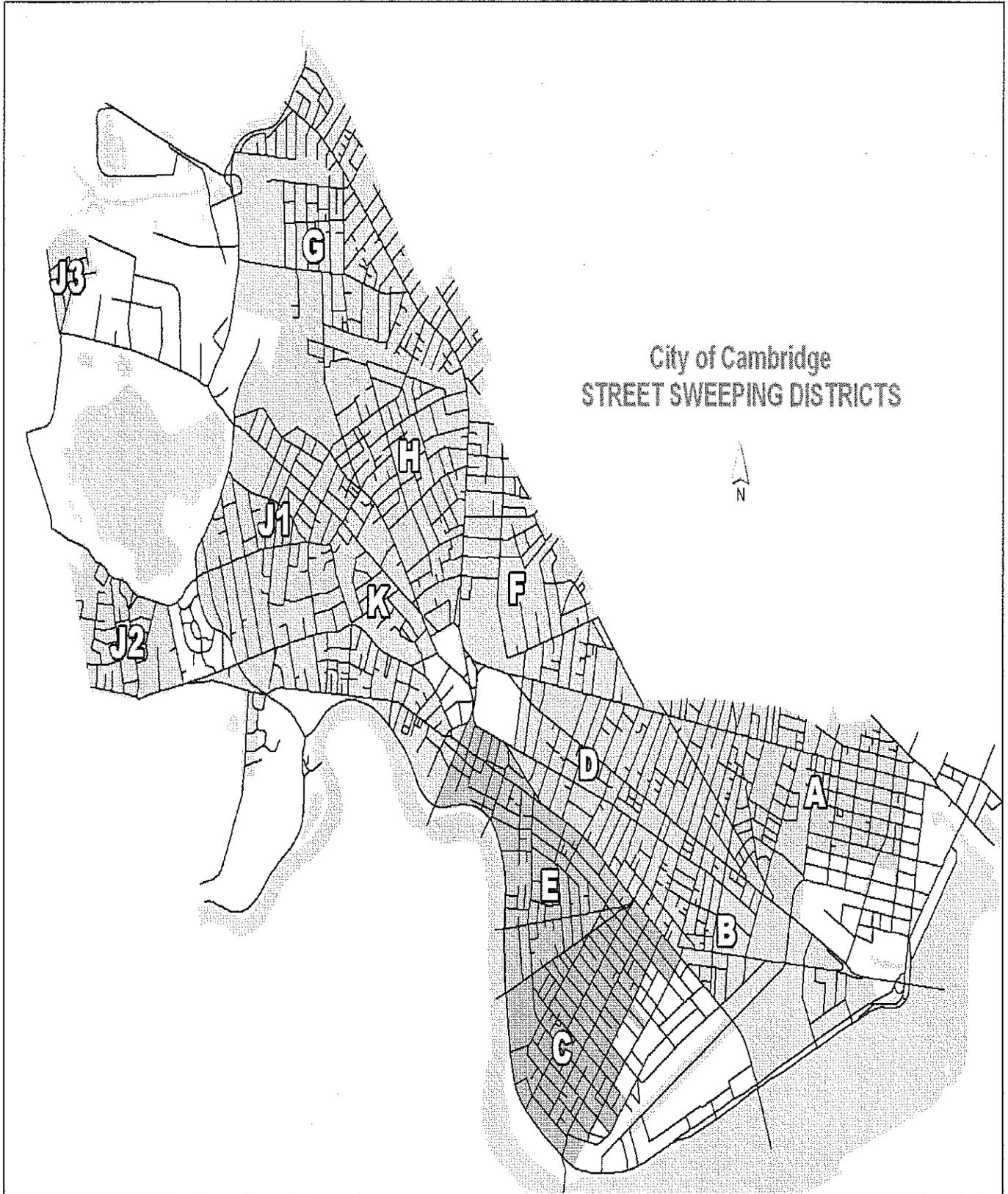
The Contractor:

Nancy E. Glowa
Acting City Solicitor

Signature and Title

Robert W. Healy
City Manager

Cynthia H. Griffin
Purchasing Agent



2012 STREET SWEEPING SCHEDULE

DISTRICT	SIDE	DAY	APRIL	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC
A	ODD	1st Wed	4	2	6	4/Hol	1	5	3	7	5
A	EVEN	1st Thur	5	3	7	5	2	6	4	1	6
B	ODD	1st Mon	2	7	4	2	6	3/Hol	1	5	3
B	EVEN	1st Tues	3	1	5	3	7	4	2	6	4
C	ODD	1st Fri	6	4	1	6	3	7	5	2	7
C	EVEN	2nd Mon	9	14	11	9	13	10	8/Hol	12/Hol	10
D	ODD	2nd Tues	10	8	12	10	14	11	9	13	11
D	EVEN	2nd Wed	11	9	13	11	8	12	10	14	12
E	ODD	2nd Thur	12	10	14	12	9	13	11	8	13
E	EVEN	2nd Fri	13	11	8	13	10	14	12	9	14
F	ODD	3rd Mon	16/Hol	21	18	16	20	17	15	19	17
F	EVEN	3rd Tues	17	15	19	17	21	18	16	20	18
G	ODD	3rd Wed	18	16	20	18	15	19	17	21	19
G	EVEN	3rd Thur	19	17	21	19	16	20	18	15	20
H	ODD	3rd Fri	20	18	15	20	17	21	19	16	21
H	EVEN	4th Mon	23	28/Hol	25	23	27	24	22	26	24/Hol
J	ODD	4th Tues	24	22	26	24	28	25	23	27	25/Hol
J	EVEN	4th Wed	25	23	27	25	22	26	24	28	26
K	ODD	4th Thur	26	24	28	26	23	27	25	22/Hol	27
K	EVEN	4th Fri	27	25	22	27	24	28	26	23	28

Holiday schedule will be posted and swept on:

April 16 Posted & Swept on Apr. 30

May 28 Posted & Swept on May 29

July 4 Posted & Swept on June 29

Sept 3 Posted & Swept on August 29

Oct 8 Posted & Swept on Oct 29

Nov. 12 Posted & Swept on Nov 29

Nov 22 Posted & Swept on Nov. 30

There will be no make up day for December 24 & 25