FORMAL BID	**Pre-Bid Conference** **There will be a pre-bid conference held on Wednesday, April 11, 2012 at 10:00 AM. located at the Cambridge Public Works 147 Hampshire Street, Cambridge. Attendance at the pre-bid conference is strongly recommended**
FILE NO: 5718A- RE-BID	
COMMODITY: Cambridge Parks, Playgrounds & Medians Maintenance	
NAME OF BIDDER:	
BIDDER'S FED. ID.	

TO: Cynthia H. Griffin, Purchasing Agent PH: (617)349-4310 FX: (617)349-4008
795 Massachusetts Avenue, Room 303
Cambridge, MA 02139

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, April 5, 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 at 11:00 A.M. on **Thursday, April 19, 2012. This bid may be downloaded from the City's web site, www.CambridgeMA.gov, Online Services, Current Bid List, Formal, File#5718A.**

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 **Re-bid-Cambridge Parks, Playgrounds & Medians Maintenance opened at 11:00 A.M. on Thursday, April 19, 2012.** The bid and all documents submitted with it are public records.

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 Invitation for Bid.

This bid includes addenda numbered:_____

SIGNATURE OF BIDDER:_____

TITLE OF SIGNATORY_____

ADDRESS OF BIDDER_____

TELEPHONE NUMBER_____FAX NUMBER:_____

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

( ) Corporation, incorporated in the State of:_____

( ) Partnership. Names of partners:_____

( ) Individual:_____

Email Address:_____

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:_____

File No. 5718A- Rebid- Cambridge, Parks, Playgrounds & Medians Maintenance- Thursday, April 19, 2012 @ 11:00 AM

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

The undersigned hereby proposes to furnish the labor and materials required for **Cambridge Parks, Playgrounds & Medians Maintenance** at various locations in 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 payment and performance obligation for each succeeding year of the multi -year contract will be subject to the appropriation and other available funds.

The contract shall commence for year one on 4/30/12 and will end on 2/29/2013. Year two if contract is renewed will begin on 3/1/13 and will end on 2/29/2014. Year three if renewed will begin on 3/1/14 and end on 2/29/2015.

Prices must remain FIRM during the entire contract period.

A contract will be awarded to the responsive and responsible bidder offering the lowest price for year one not including the alternate item. The City will renew years two and three depending on the performance of the contractor and the price for the subsequent years.

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

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

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.

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, 2012 is $14.28 per hour. The Living Wage requirements are attached**.**

Pre-Bid Conference
There will be a pre-bid conference held on Wednesday April 11, 2012 at 10:00 A.M. located at the Cambridge Public Works 147 Hampshire Street, Cambridge. Attendance at the pre-bid conference is strongly recommended.

Questions
Questions concerning this Invitation for Bid must be submitted in writing and faxed to Cynthia H. Griffin, Purchasing Agent, Fax to 617-349-4008. All questions must be submitted no later than **Thursday, April 12, 2012 by 11:00 AM.** An addendum will be issued to notify all 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.

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.

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

NAME OF BIDDER:_____

Work Hours

The Contractor may not begin work before 7:00 a.m. Daily work must be completed by 3:30 p.m. unless expressly authorized by the City. The Contractor may not work on Saturdays, Sundays or holidays unless expressly authorized by the City. In the event a City holiday falls on a weekday when work is normally scheduled, a makeup date shall be arranged one week prior.

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 Competed 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 LIMITS OF LIABILITY OF ALL UNDERLYING INSURANCE. 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.

NAME OF BIDDER:_____

Subcontracting
The Contractor is not permitted to subcontract any work as described in these Contract Documents.

Payment
The Contractor shall invoice the Department of Public Works for each site at which work has been completed, and which the City has accepted, in the previous month.

Schedule of Values (see Appendix A)

- Should certain additional work be required, or should the quantities of certain classes of work be increased or decreased from the totals upon which the contract value is based, by order of the City, the Contractor agrees that the supplemental unit prices provided on the form in Appendix A may be used as the basis of payment to the Contractor, or the basis of credit to the City, of such addition, deletion, increase, or decrease in the work, at the sole discretion of the City.

- Supplemental unit prices shall cover all costs and shall represent the exact price to be paid to the Contractor, or to be deducted from payments. Said prices shall also be used as the basis of deduction from payments to the Contractor for work not performed, once the City has notified the Contractor of its non-performance in writing, with a timetable for remedy, and the Contractor has failed to respond.

- For additional services under Contract Item No. 2, Allowance for Additional Services, the unit prices in Appendix A shall be the price paid to the contractor.

- No additional adjustments will be allowed for overhead, profit, insurance, bond performance, or other direct or indirect expenses of the Contractor or its subcontractors beyond the prices as listed in Appendix A.

Technical Specifications
The maintenance of parks, playgrounds, and medians within the scope of this contract will be directed by the Department of Public Works. The Contractor shall pay close attention to the provisions of the General Conditions of these Contract Documents, as well as the Technical Specifications described herein.

Scope of Work
The work shall consist of the provision of all labor, materials, equipment, and transportation required to complete the maintenance of City of Cambridge parks, playgrounds, and medians as identified in Appendix B, in strict accordance with the conditions and specifications of these Contract Documents. In all cases, the site boundaries extend to any fence, wall, or gutter line of the adjacent street, including all sidewalks and tree wells. If a fence lies between the park area and an adjacent building or gutter line, the site boundaries extend to that building or gutter line. The work shall include, but is not necessarily limited to, the following:

Initial site visit and assessment with City representatives.
Submission of samples and analyses for approval by the City, as requested
Securing necessary permits and approvals before commencement of work, including DigSafe
Providing a schedule of work for City review and approval
Meeting with City staff on a periodic basis
Spring cleanup will start March 1. Spring clean up is not required for year one.
Edging
Mulching
Mowing and trimming
Weeding
Pruning
Litter and debris pickup
Rubbish consolidation
Sweeping of hardscape areas
Raking of loose-fill surfacing
Leaf collection
Fall cleanup

NAME OF BIDDER:_____

Equipment

The following equipment and vehicles are required. All gas-powered equipment and vehicles must be five years old or less. The City reserves the right to inspect a Contractor's inventory before making a bid award.

Two (2) 60-inch hydrostatic rotary riding mowers (or larger)
Two (2) 48-inch hydrostatic rotary walk-behind mowers
Two (2) 21-inch rotary walk-behind mowers
Four (4) gas-powered string trimmers, minimum 25 cc
Two (2) gas-powered pruning shears, minimum 25 cc
One (1) gas-powered edger, minimum 25 cc
One (1) leaf vacuum loader, minimum 10 hp
One (1) gas-powered walk-behind blower, minimum 8 hp
One (1) gas-powered walk-behind slice seeder
One (1) gas-powered walk-behind core aerator
One (1) turf tractor with rear PTO and hydraulics, minimum 25 hp
One (1) tractor-mounted rotary spreader, hopper capacity up to 700 pounds
One (1) tractor-mounted turf sweeper with a spread of at least 60 inches; or, one (1) riding turf sweeper of the same width
One (1) bark mulch blower, either truck-mounted or tow-behind unit.
One (1) one-ton heavy duty pickup truck with trailer hitch, with Contractor's name painted on each side
One (1) one-ton dump truck, with Contractor's name painted on each side
One (1) trailer of sufficient size to carry all required equipment

The Contractor shall pay particular attention to the section labeled, City of Cambridge Policy on the Use and Limitations on the Use of Gas-Powered Blowers, found later in these Technical Specifications.

Materials

Substitutions to the following conditions are not permitted, unless after a reasonable investigation, the Contractor demonstrates that the specified material is not available. The City reserves the right to conduct a reasonable investigation of its own to verify the claim. In such case, the City may authorize a substitution in writing to the Contractor, at no additional cost to the City.

Mulch. Bark mulch for plant beds shall be hemlock. Mulch shall consist of fibrous pliable slices, not exceeding ½ inch in width or 2 inches in length. It shall be free of all dyes and artificial coloring, construction debris, compost, and other foreign debris. Chunk, chip, and granular mulches are not acceptable. A one-pound mulch sample shall be provided by the Contractor to the City for approval prior to installation. Contractor may not commence with mulch installation without approval of the sample by the City.

Loam. Loam shall be not less than 70%, nor more than 80%, sand with 100% passing through a ¼ inch sieve. Soil acidity shall range between 5.8 and 7.0 PH. The soil shall contain not less than 4%, nor more than 10%, organic matter. The loam shall not contain more than 10% clay by weight. A one-pound loam sample shall be provided by the Contractor to the City for approval prior to installation. Contractor may not commence with loam installation without approval of the sample by the City.

Fertilizer. It is not anticipated that the Contractor will be directed to apply fertilizer during the term of this Contract. However, the Contractor should provide a unit price for application of fertilizer in the Schedule of Values, should the City authorize an addition to the work. The City shall provide all fertilizers.

Pest/Weed Control Agents. It is not anticipated that the Contractor will be directed to apply control agents during the term of this Contract. However, the Contractor should provide a unit price for application of control agents in the Schedule of Values, should the City authorize an addition to the work. The City shall provide all control agents. Control agents must be applied by an applicator licensed by the Commonwealth of Massachusetts, and familiar with all relevant Department of Food and Agriculture regulations.

Lime. It is not anticipated that the Contractor will be directed to apply lime during the term of this Contract. However, the Contractor should provide a unit price for application of lime in the Schedule of Values, should the City authorize an addition to the work. The City shall provide all lime.

NAME OF BIDDER:_____

Seed. The City shall provide all seed. The Contractor shall arrange a time and location for receipt of the appropriate material in advance, based on the timetable described in these Contract Documents.

Plant Material. In most cases, the City shall complete all plant replacements. However, the Contractor should provide a unit price for provision and planting of flowers and shrubs in the Schedule of Values, should the City authorize an addition to the work.

Maintenance Method

Initial Site Visit and Assessment. The Contractor and the City shall meet on site and determine the general condition of all property features included in the scope of work. Should any potential changes in the work be identified, the Contractor shall submit in writing to the City a proposal detailing the changes to the work and proposed costs (if applicable) as outlined in the Schedule of Values. At this time, the Contractor and the City shall review and agree upon a timetable for particular maintenance tasks at each location.

The Contractor shall submit, and the City agree to, a written schedule of all weekly maintenance functions by location for the season March through December. The Contractor shall also submit, and the City agree to, a written schedule for spring cleanup, mulching, pruning and fall cleanup for each location. The Contractor shall submit a percentage breakdown of the lump sum price in Item No.1 of the contract for each maintenance activity, i.e. spring cleanup, mulching, mowing, etc., as specified. The Contractor shall also submit a percentage breakdown of the lump sum price in Item No.1 of the contract for each location specified.

Litter and Debris Litter and debris are defined as both organic and inorganic material, including but not limited to sticks, branches, stones, paper, cigarette butts, glass, cans, fecal matter, balls, leaves, etc., that is present within the site boundaries, including but not limited to turf areas, planting beds, playground areas and courts, and hardscape areas (including sidewalks and gutters). Litter and debris shall be swept, raked, or vacuumed three times per week, on Mondays, Wednesdays, and Fridays, unless a holiday intervenes. Any litter or debris collected shall be disposed off-site in a legal manner by the Contractor. Under no circumstances shall any litter or debris be blown, swept or raked onto an adjacent street, gutter, or into a catch basin

Spring Cleanup. Spring Cleanup applies to the second and third year of the contract only. The Contractor shall commence as soon as weather permits, but not before the aforementioned initial site visit and assessment. All site cleanup shall commence in March and be completed by the end of the fourth full week of April. All litter and debris are to be removed, from turf areas, planting beds, playground areas and courts, and hardscape areas (including sidewalks and gutters). Turf areas are to be swept with either a rear tractor attachment turf sweeper or a riding turf sweeper, as described in the section labeled “Equipment.” All such litter and debris collected shall be consolidated by the Contractor and disposed off-site in a legal manner. All fence lines shall be string trimmed and any saplings removed. All ruts or holes in turf areas, both active and passive, are to be filled to match existing grades with rolled or tamped loam (provided by the Contractor), then seeded (seed provided by the City). The Contractor shall remove all dead and damaged growth on perennial shrubs and small-caliper trees, as identified at the initial site visit and assessment.

NAME OF BIDDER:_____

Mulching Trees and Shrub Beds. Applies to the second and third year of the contract only. All mulching shall be complete by the end of April. The Contractor shall **remove** the top one inch of any existing mulch. In areas of trees and shrubs where mulch has accumulated around the natural root flare the mulch will be carefully removed so as not to cause damage to the base/trunk of the tree/shrub and graded back from the tree/shrub. Care shall be taken not to damage any surface roots. Excess material shall be disposed of off-site in a legal manner. Mulch shall be applied with a direct delivery bark mulch blower, unless otherwise agreed by both the City and the Contractor at the initial site visit and assessment. Following application, the resultant mulch surface shall not exceed three inches total, and should conform to the grade of any adjacent lawn or hardscape surface. Care shall be taken to draw new mulch away from the basal stems of plants and trees. The Contractor shall remove any mulch from adjacent paved surfaces, lawn and plant foliage following application. As a result of the initial site visit and assessment, the City may direct the Contractor to only apply a surface coating of mulch to those plants that have been over-mulched in the past.

Weeding and Edging. Weeding and edging shall commence in March. The Contractor shall edge planting beds prior to mulching along boundaries as identified by the City in the initial site visit and assessment, and maintain them throughout the growing season. Care shall be taken not to damage any surface roots. Excess material from edging shall be disposed of off-site in a legal manner. Edging shall be performed using either a gas-powered edger or hand edgers. Edging with a string trimmer is not acceptable. Planting beds and mulched areas shall be inspected weekly and kept weed free through the second week of November. Weeds shall be removed manually, including the root stock. No chemical means or machinery shall be used for weed removal unless permitted by the City. All litter and debris shall be removed, collected and disposed off-site in a legal manner by the Contractor.

Pruning. The Contractor shall prune shrubs twice per year at the direction of the City. Pruning shall be done with hand pruners, pruning saws, etc. in a manner that promotes growth in a form characteristic of the species and location utilizing current ANSI-A300 pruning standards. In addition, pruning shall foster growth into masses, as opposed to separate plants. Under no circumstances shall shrubs be sheared unless a formal appearance is desired, as directed by the City. At the time of pruning, all undesirable brush, saplings, thorns, brambles, vines, and weeds shall be removed as well. The Contractor shall contact the City to arrange a site visit before commencing any scheduled pruning.

Mowing. The Contractor shall mow all turf areas weekly. Mowing shall commence the first week in April and continue through the second full week of November, unless the City directs otherwise. Weather permitting, mowing shall be completed on the same day each week. The Contractor and the City shall agree on upon the optimum day prior to the beginning of the growing season and the Contractor shall provide the City a written mowing schedule for each park location. The City shall reserve the right to adjust the designated day of the week based on seasonal programming schedule changes, with advance notice to the Contractor. The City reserves the right to direct the Contractor to postpone a scheduled mowing due to weather or other uncontrollable conditions. All litter and debris shall be removed from the turf area prior to mowing. All litter and debris shall be collected and disposed off-site in a legal manner by the Contractor. Care shall be taken to avoid skips, clumping, scalping, or damage to trees, shrubs, and other park accessories. The mowing height shall be 2½ inches throughout the season, unless otherwise directed by the City. The City may instruct the Contractor to mow at a lower height for the final mowing of the season. The Contractor shall ensure that mower blades are sharpened at least once weekly. The Contractor shall not fuel equipment on any turf area. Grass clippings will be discharged on-site unless otherwise determined at the initial site visit and assessment. All athletic fields shall be mowed with a deck width not smaller than 60 inches unless otherwise directed by the City. In areas large enough, mowing patterns shall vary weekly.

Trimming. The Contractor shall trim all areas weekly on the same day that mowing takes place. Areas to be trimmed (along, around, adjacent to, under, in, on, etc.) shall include but are not necessarily be limited to: fence lines, benches, bleachers, gates, infield edges, planting beds, walls, walkways, curbs, signs, trees, tree wells, play equipment, embankments, drinking fountains, fire hydrants, or any other areas within the property where tall grass and/or weeds are present. All litter and debris shall be removed, collected and disposed off-site in a legal manner by the Contractor. The Contractor shall ensure that lawn areas are not scalped and that trees, shrubs, groundcovers, flowers, etc. are not girdled or damaged by maintenance equipment. Following mowing and trimming, the Contractor shall clear all hardscape and play areas of weed and grass clippings. The Contractor shall collect clipping in paper yard waste bags and dispose of as yard waste.

NAME OF BIDDER:_____

Fertilization. It is not anticipated that the Contractor will be directed to apply fertilizer during the term of this Contract. However, the Contractor should provide a unit price for application of fertilizer in the Schedule of Values, should the City authorize an addition to the work. The City shall provide all fertilizers (see the section labeled "Materials" earlier in these Contract Documents). The City and the Contractor shall agree in advance upon a timetable based on weather and specific site conditions; however, in general, applications shall occur in May, July, and September. The City shall provide application rates to the Contractor at the time the fertilizer is furnished. The Contractor shall make a header strip at each end of the turf area to be treated, and make parallel passes between header strips, taking care to shut off the feed when making turns. The Contractor shall take care not to overlap excessively with each spreader pass, and to limit the amount of product broadcast on non-turf areas.

Sweeping and Vacuuming. All hardscape areas, including but not limited to walkways (asphalt, concrete, or stone dust), driveways, sidewalks, tennis courts, basketball courts, rubber playground surfacing, tracks, etc. shall be swept, raked, or vacuumed three times per week, on Mondays, Wednesdays, and Fridays, unless a holiday intervenes. The period for this task shall be from the completion of spring cleanup through December 31. Any litter or debris collected shall be disposed off-site in a legal manner by the Contractor. Under no circumstances shall any litter or debris be blown, swept or raked onto an adjacent street, gutter, or into a catch basin.

Playground Surfacing. In playground areas with loose-fill surfacing (e.g. wood fiber, sand, shredded rubber, etc.), weekly the Contractor shall remove and dispose of all litter and debris off-site in a legal manner. The Contractor shall then rake the loose-fill surfacing to a level grade, taking care to eliminate ruts or depressions in high traffic areas (e.g. under swings, at base of slides). For surfaces of poured rubber or rubber tiles, the Contractor shall remove and dispose of all litter and debris, and if any loose-fill surfacing has migrated from adjacent areas, return that material to the original area.

Infield Maintenance. With the exception of the mowing/trimming of grass in the infield areas, the City shall be responsible for the maintenance and restoration of baseball/softball skinned clay areas within an infield. However, the Contractor should provide a unit price for tasks related to infield maintenance as outlined in the Schedule of Values, should the City authorize an addition to the work.

Leaf Collection and Fall Cleanup. Fall leaf collection shall begin the second full week of November and continue on a weekly basis through December 31 if weather permits (lack of snow or hard frost). In the event that fall leaf collection and the mowing season overlap, the Contractor is permitted to bag/vacuum mower clippings and dispose off site. The City may instruct the Contractor to mow at a lower height for the final mowing of the season. Leaf collection shall be performed with a minimum 10-hp leaf vacuum (as described in the section labeled "Equipment" in these Contract Documents) and disposed off site in a legal manner. For the purposes of fall cleanup, all litter and debris (both organic and inorganic, including but not limited to sticks, branches, stones, paper, cigarette butts, glass, cans, fecal matter, balls, leaves, etc.) are to be removed, from turf areas, planting beds, playground areas and courts, and hardscape areas (including sidewalks and gutters). All such litter and debris collected shall be consolidated by the Contractor and disposed off-site in a legal manner. Under no circumstances shall any litter or debris be blown, swept, or raked onto an adjacent street, gutter, or into a catch basin.

Alternate. Rubbish Collection. The contractor must provide a price for the Add-Alternate. The Contractor shall empty, collect and remove the rubbish from the trash barrels located within each site specified in the Contract. The rubbish shall be collected and consolidated three times per week, on Mondays, Wednesdays, and Fridays by 12:30 p.m., unless a holiday intervenes. The Contractor and the City shall mutually agree that either, A) The rubbish shall be deposited in a central location, as agreed upon by the City and the Contractor, by 12:30 p.m. on the above days and the City shall be responsible for transport and disposal of such rubbish deposited in this fashion or B) The Contractor shall transport and deliver the rubbish to a designated waste transfer/disposal facility that the City has contracted with under separate agreement and the City shall be responsible for the cost of disposal at said facility. The period for this task shall be from April 1 through December 31.

NAME OF BIDDER:_____

City of Cambridge Policy on the Use and Limitations on Use of Gas-Powered Blowers.
The City of Cambridge has a Leaf Blower Ordinance that establishes limitations on the use of leaf blowers. The Leaf Blower Ordinance is attached. The Contractor shall comply with the Ordinance including submission of a Leaf Blower Operation Plan.

- The Contractor is directed to sections of the Ordinance stating that a). The use of leaf blowers is prohibited except between March 15 and June 15 and between September 15 and December 31 in any year and b) On parcels of 10,000 square feet or less, only one leaf blower at a time may be used, and on parcels larger than 10,000 square feet, only one leaf blower may be used within each 10,000 square foot area.

- All gas-powered blowers must be three years old or less, and must meet current standards as defined by the Environmental Protection Agency, as well as by the American National Standards Institute.

- Rakes or brooms shall be used to loosen heavier debris. Blowers shall not be used to move large debris piles from one spot to another.

- The muffler, air intakes, and all filters of gas-powered blowers shall be checked routinely to ensure efficient operation.

- All blowers shall be equipped with the longest possible nozzle extension for that model, to direct the air stream as close to the ground as possible.

- Under no circumstances shall any litter or debris be blown, swept, or raked onto an adjacent street, gutter, or into a catch basin, nor shall it be blown onto adjacent property, vehicles, persons, or pets.

Motor Vehicle Idling
The contractor shall comply with Massachusetts General Laws, Chapter 90, Section16A, which states that "No person shall cause, suffer, allow or permit the unnecessary operation of the engine of a motor vehicle while said vehicle is stopped for a foreseeable time period in excess of five minutes."

Care and Protection of Persons and Property
The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

- Employees on the site and other persons who may be affected thereby;

- The work, materials, and equipment to be incorporated therein, whether in storage or on site, under the care, custody or control of the Contractor or subcontractors;

- Other property at the site or adjacent or in close proximity thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement; and,

- Any other property of the City, whether or not forming part of the work, located at the site or adjacent thereto in areas to which the Contractor has access.

These precautions shall include but are not limited to adherence to local noise ordinances, DigSafe regulations, and reasonable dust control.

The Contractor shall not drive onto or across any turf areas with vehicles other than its turf tractor, without the expressed permission of the City. Should the Contractor violate this provision, the City shall hold the Contractor responsible for any restorative work, including but not limited to turf aeration, overseeding or sod replacement, and irrigation repair.

NAME OF BIDDER:_____

Communications

- The Contractor shall provide to the Department of Public Works all telephone, pager or cellular numbers where its representative(s) can be reached between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, during the Contract term. The Department of Public Works will provide same to the Contractor.

- The Contractor shall maintain "field communications" between its on-site project manager (as identified in the Statement of Bidder's Qualifications) and its central office during work hours.

Quality Requirements

A "NO" response, a failure to respond, or a failure to meet the following Quality Requirement will result in a rejection of your bid.

Circle "YES" or "NO" for the following requirement:

1. Bidder has provided municipal park maintenance for both athletic fields and passive sites to three Massachusetts public agencies within the past five years with a contract value of at least $100,000.00

Yes **No**

This area is intentionally left blank.

NAME OF BIDDER:_____

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. If necessary, responses may be submitted on attached sheets. Bidder may submit any additional supporting information if desired.

The names and titles of all persons and parties interested in this proposal as principals are as follows (List first and last names in full. In the case of a corporation, list names of officers and directors; in the case of a partnership, list names of all partners.):

Name Title

_____

_____

_____

When organized?

_____

If a corporation, where incorporated?

_____

State the number of years the bidder has been engaged in municipal park maintenance under its present firm or trade name.

_____

List the three Massachusetts public agencies the bidder has provided park maintenance for both athletic fields and passive sites within the past five years with a contract value of $100,000.00 or greater.

Name of Agency Contract Year(s) Contract Value

_____

_____

_____

State whether or not the bidder has defaulted on a park maintenance contract. If yes, state the name of the client firm or agency and the approximate date.

_____

Statement of Bidder's Qualifications continued on next page.

NAME OF BIDDER:_____

A "No" response or a failure to respond to each piece of equipment listed will result in a rejection of your bid.

Do you own or lease the following equipment and is the equipment five years old or less?

Please check yes or no next to each piece of equipment listed:

Equipment	Yes	No
Two (2) 60-inch hydrostatic rotary riding mowers (or larger)	_____	_____
Two (2) 48-inch hydrostatic rotary walk-behind mowers	_____	_____
Two (2) 21-inch rotary walk-behind mowers	_____	_____
Four (4) gas-powered string trimmers, minimum 25 cc	_____	_____
Two (2) gas-powered pruning shears, minimum 25 cc	_____	_____
One (1) gas-powered edger, minimum 25 cc	_____	_____
One (1) leaf vacuum loader, minimum 10 hp	_____	_____
One (1) gas-powered walk-behind blower, minimum 8 hp	_____	_____
One (1) gas-powered walk-behind slice seeder	_____	_____
One (1) gas-powered walk-behind core aerator	_____	_____
One (1) turf tractor with rear PTO and hydraulics, minimum 25 hp	_____	_____
One (1) tractor-mounted rotary spreader, hopper capacity up to 700 pounds	_____	_____
One (1) tractor-mounted turf sweeper with a spread of at least 60 inches or, one (1) riding turf sweeper of the same width	_____	_____
One (1) bark mulch blower, either truck-mounted or tow-behind unit.	_____	_____
One (1) one-ton heavy duty pickup truck with trailer hitch, with Contractor's name painted on each side	_____	_____
One (1) one-ton dump truck, with Contractor's name painted on each side	_____	_____
One (1) trailer of sufficient size to carry all required equipment	_____	_____

Bidder shall provide a copy of current Massachusetts Commercial Pesticide Applicator's License issued to at least one of its current staff, pursuant to the section, "Pest/Weed Control Agents" included in the technical specifications of these contract documents. Name of person on your staff assigned to the City of Cambridge with Mass Commercial Pesticide Applicators License. The City upon request may require a copy of the license.

_____

Name of staff member with Mass Commercial Pesticide Applicators license assigned to the City of Cambridge

Statement of Bidder's Qualifications continued on next page.

NAME OF BIDDER:_____

List those suppliers the bidder may consider for the provision of bulk materials (e.g. mulch or loam), with respect to the "Technical Specifications" included in these bid documents. (List supplier name and location, along with contact information.)

Supplier **Location** **Contact Info**

_____

_____

_____

State the name of the bidder's on-site project manager for the purposes of this proposed contract. Please indicate which, if any, of the park maintenance contracts listed above (Mass. public agency) were managed by this person.

_____

List below the name(s) and address(es) of one or more banks that possess information enabling it to advise the City on the financial stability of the bidder.

Name of Institution Contact Address/Phone

_____

_____

Employer Identification Number (Treasurer's No.)

_____

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City of Cambridge in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at _____ this _____ day

of _____,2012.

(Signature) _____

Name _____ Title _____

Telephone _____

State of _____

As:

County of _____

_____,

is _____ of

(Name of Organization) _____

and that the answers to the foregoing questions and all statements therein contained are true and correct.

NAME OF BIDDER:_____

File No. 5718A- Rebid- Cambridge, Parks, Playgrounds & Medians Maintenance- Thursday, April 19, 2012 @ 11:00 AM

Price Proposal- The price shall be in accordance with plans and specifications, including all labor and materials. All prices shall remain firm for the entire contract period, subject to additions and deductions according to the terms of the specifications. Prices must be provided for each item including the Alternate. **A contract will be awarded to the responsive and responsible bidder offering the lowest price for year one not including the alternate item. The City will consider the alternate item based on the availability of funds.**

***The proposed price for Year One* – 4/30/12 and will end on 2/29/2013**

Item No.	Quantity	Unit	Description	Unit Price	Total Price
1	1	LS	Parks, Playgrounds & Medians Maintenance		
2	1	AL	Allowance for Additional Services -Requested as needed to be paid at unit prices in Appendix A. Schedule of Values	$25,000.00	$25,000.00
				TOTAL	

Alternate item: Rubbish Collection Year One $_____

***The proposed price for Year Two* – 3/1/13 and will end on 2/29/2014**

Item No.	Quantity	Unit	Description	Unit Price	Total Price
1	1	LS	Parks, Playgrounds & Medians Maintenance		
2	1	AL	Allowance for Additional Services -Requested as needed to be paid at unit prices in Appendix A Schedule of Values	$25,000.00	$25,000.00
				TOTAL	

Alternate item: Rubbish Collection Year two $_____

***The proposed price for Year Three* – 3/1/14 and end on 2/29/2015**

Item No.	Quantity	Unit	Description	Unit Price	Total Price
1	1	LS	Parks, Playgrounds & Medians Maintenance		
2	1	AL	Allowance for Additional Services -Requested as needed to be paid at unit prices in Appendix A. Schedule of Values	$25,000.00	$25,000.00
				TOTAL	

Alternate item: Rubbish Collection Year three $_____

Price Proposal Summary (Do not include the alternate item)

Total bid in words year one:_____

Total bid in words year two;_____

Total bid in words year three:_____

Signature of bidder: Phone number

_____

NAME OF BIDDER:_____

Appendix A. Schedule of Values (2 pages, 1-18)

Item	Description	Unit	Year One	Year Two	Year Three
1	Apply fertilizer, control agent or lime provided by the City	per 1000 sq. ft.			
2	Furnish and install topdressing to turf areas	per acre			
3	Furnish and install sod including sub grade preparation	per acre			
	500 sq. ft. to 2500 sq. ft.	per sq. ft.			
	2501 sq. ft. to 10,000 sq. ft.	per sq. ft.			
	more than 10,000 sq. ft.	per sq. ft.			
4	Furnish and install plant material with a one year guarantee	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
	Bulbs	per bulb			
	1-2 gallon flower, perennial or shrub	per plant			
	3-6 gallon flower, perennial or shrub	per plant			
	18” B and B shrub or tree	per plant			
	2-3” caliper deciduous tree	per plant			
	7-8 ft. tall evergreen tree	per plant			
5	Provide and install mulch as specified in contract	XXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
	less than 10 yards	per yard			
	10 to 49 yards	per yard			
	over 49 yards	per yard			
6	Weekly mowing and trimming	per visit			
7	Daily litter pick-up, barrel emptying, and rubbish consolidation	per visit			
8	Rubbish removal and disposal off site	per visit			
9	Empty recycling barrels and deliver bagged material to 147 Hampshire Street Yard - same schedule as rubbish collection and consolidation	per barrel per year			
10	Watering of all non-irrigated areas found within the limits of the parks	per visit			
11	Spring clean-up	complete job	XXXXXXXX		

NAME OF BIDDER:_____

Item	Description	Unit	Year One	Year Two	Year Three
12	Pruning (2 person crew with equipment)	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
	Shrubs and hedges	per day			
	Trees	per day			
	Perennials	per day			
13	Infield surface weeding and edging	per field			
14	Infield surface amendments installation	per cubic yard			
15	Infield grooming of ball fields, including packing of the pitcher's mound	per visit			
16	Sweeping or vacuuming of all paved areas to include all walks, courts, etc.	per visit			
17	Playground surface maintenance	per visit			
18	Labor rate	per hour			

Signature of bidder:_____

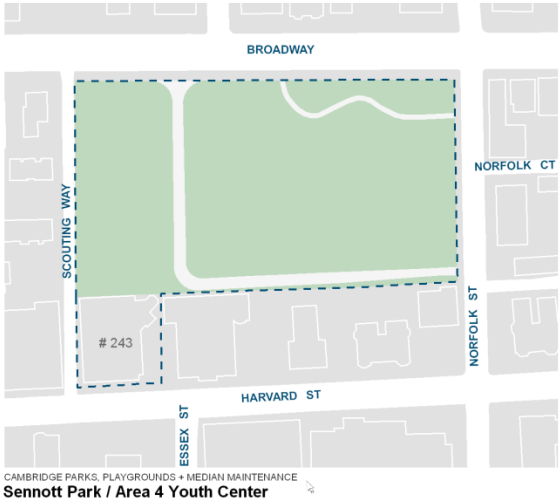
NAME OF BIDDER:_____

Appendix B

Note*:* Park boundaries extend to the gutter line of any adjacent street, including all sidewalks and tree wells. If a fence lies between a park area and a gutter line, neighboring wall, or building, the park boundaries extend to that gutter line, wall, or building. **Should a bidder have any question about park boundaries, or whether certain features are included within the park boundaries, the bidder is advised to contact the Parks and Forestry Division of Public Works (617-349-4880) and arrange a site visit.**

Gold Star Mothers' Park is bordered by Gore Street, Winter Street, and Rufo Road. It includes a playground, picnic area, softball field, basketball courts, walking paths and other passive areas. The boundaries extend to the skating rink to the west, to the shopping mall parking lot to the north, and to the gutter line of Gore Street to the south. It also includes the outlet to Winter Street on the east end.

Sennott Park / Area 4 Youth Center is bounded by Broadway, Norfolk Street, Harvard Street, and Scouting Way. It includes a youth center, athletic field, playground, and basketball courts. The boundaries extend all the way to the gutter line on Norfolk Street, to the gutter line on Broadway, to the fence line along Scouting Way, and the entire perimeter of the youth center (to the gutter line on Harvard Street and the area between the building and the park). It includes the driveway off Norfolk Street, and turf area between the driveway and the north fence line.

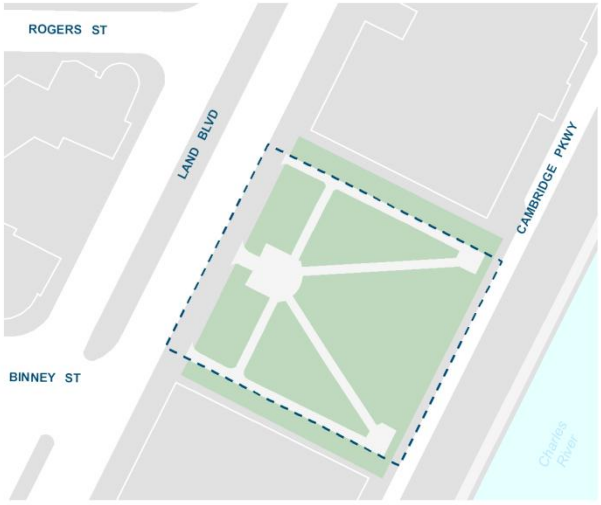


NAME OF BIDDER:_____

Charles Park is bounded by Land Boulevard, Rogers Street and CambridgeSide Place. It includes a playground, walking paths and other passive areas. The boundaries extend all the way to the gutter line of Land Boulevard, to the gutter line of Rogers Street, and to the gutter line of CambridgeSide Place. It also includes the playground adjacent to the abutting office building, and all landscape features up to the building envelope.

CAMBRIDGE PARKS, PLAYGROUNDS + MEDIAN MAINTENANCE
Charles Park

Front Park is bounded by Land Boulevard and Cambridge Parkway. It includes walking paths and other passive areas. The boundaries extend all the way to the gutter line on Land Boulevard, and the gutter line on Cambridge Parkway. It includes all pathways. It does NOT include any landscape areas between the north and south pathways and the adjoining buildings.

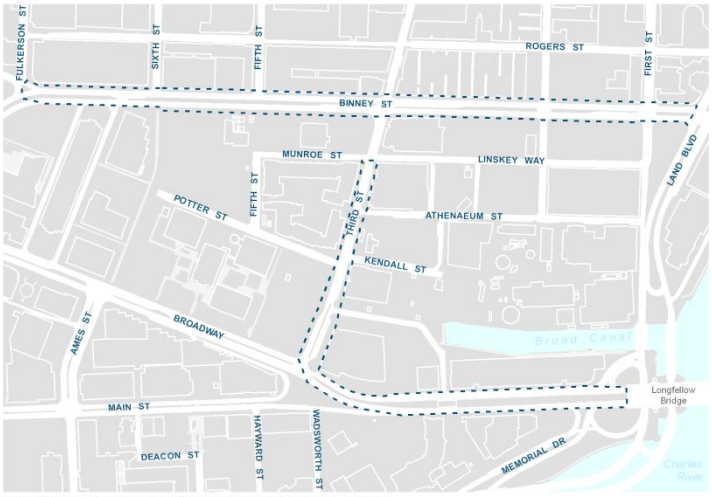


CAMBRIDGE PARKS, PLAYGROUNDS + MEDIAN MAINTENANCE
Front Park

NAME OF BIDDER:_____

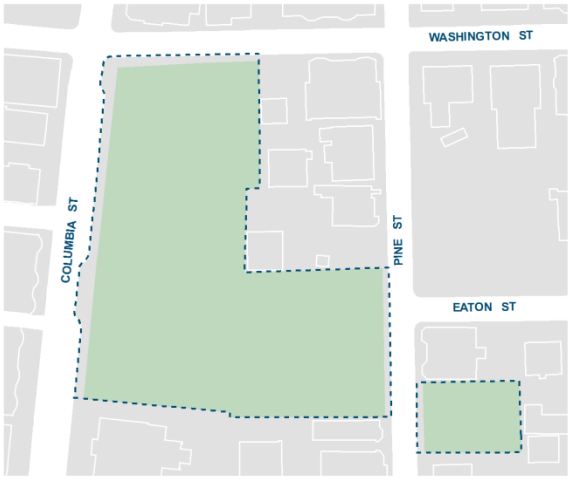
The **Binney Street Corridor** is defined as the following:

- The entire limit of the public way from Land Boulevard to Sixth Street, including all sidewalks, mow strips, tree wells, medians and traffic islands
- The entire limit of the public way from Sixth Street to Fulkerson Street, EXCEPT the tree wells and mow strips on the south side
- The median, mow strips and tree wells on Third Street, between Broadway and Linskey Way
- The center median on Broadway extending from Third Street eastward to the Longfellow Bridge



CAMBRIDGE PARKS, PLAYGROUNDS + MEDIAN MAINTENANCE
Binney Street Corridor

Clement G. Morgan Park is bounded by Columbia Street, Washington Street, and Pine Street. It includes a playground, basketball court, walking paths and other passive areas. The boundaries extend all the way to the gutter line of Columbia Street, to the gutter line of Washington Street, and to the gutter line of Pine Street. It includes the Tot Lot opposite the park on Pine Street. The Tot Lot consists of all areas to the fence lines.



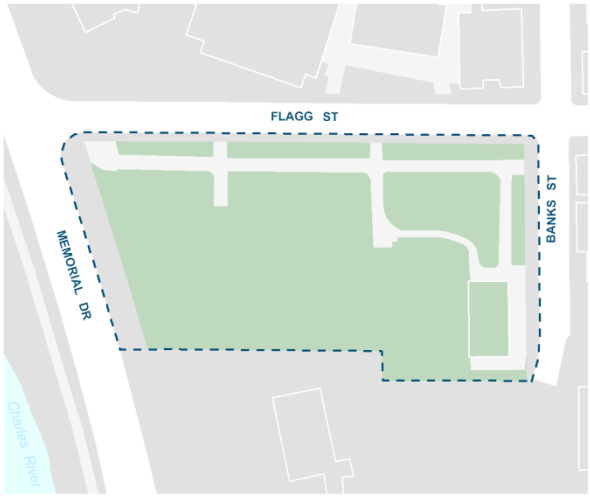
CAMBRIDGE PARKS, PLAYGROUNDS + MEDIAN MAINTENANCE
Clement G. Morgan / Pine Street Parks

NAME OF BIDDER:_____

Riverside Press Park is bounded by River Street, Blackstone Street, and Memorial Drive. It includes a playground, basketball and tennis courts, walking paths and other passive areas. The boundaries extend all the way to the gutter line of River Street, to the gutter line of Blackstone Street, and to the gutter line of Memorial Drive.

CAMBRIDGE PARKS, PLAYGROUNDS + MEDIAN MAINTENANCE
Riverside Press Park

Corporal Burns Playground is bounded by Memorial Drive, Flagg Street, and Banks Street. It includes basketball courts, a playground, a street hockey court, walking paths, and other passive areas. The boundaries extend all the way to the gutter line on Memorial Drive, Flagg Street and Banks Street. It includes the entire perimeter of the City-owned brick building on Banks Street, including any exterior stair wells.



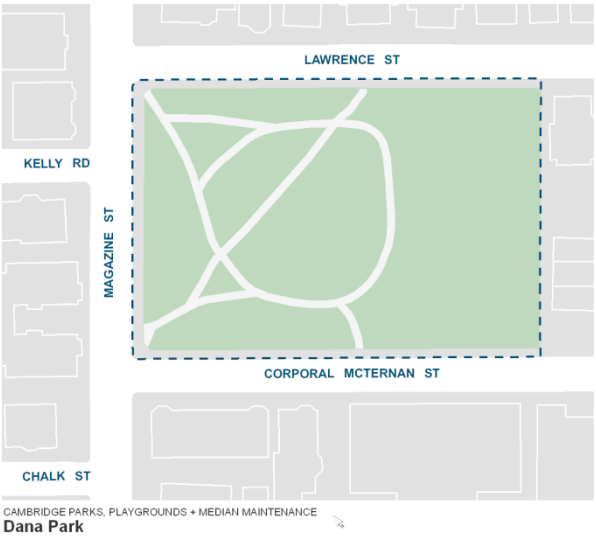
CAMBRIDGE PARKS, PLAYGROUNDS + MEDIAN MAINTENANCE
Corporal Burns Park

Hoyt Field / Moore Youth Center is bounded by Montague Street, Gilmore Street, and Ballard Place. It includes two playgrounds, a softball field, basketball and tennis courts, a teen center, landscape beds and walking paths. It extends to the outlet to Montague Street on the south end, includes the parking lot on Montague Street, the parking lot on Gilmore Street, and all landscape and paved areas around the perimeter of the teen center.

CAMBRIDGE PARKS, PLAYGROUNDS + MEDIAN MAINTENANCE
Hoyt Field / Moore Youth Center

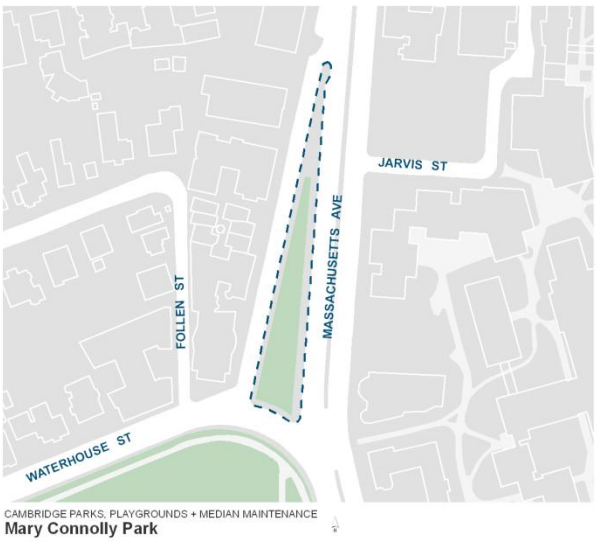
NAME OF BIDDER:_____

Dana Park is bounded by Magazine Street, Lawrence Street, and Corporal McTernan Street. It includes basketball courts, a playground, walking paths, and other passive areas. The boundaries extend all the way to the gutter line on Magazine Street, Lawrence Street and Corporal McTernan Street.



Cambridge Common is bounded by Massachusetts Avenue, Waterhouse Street, and Garden Street. It includes an athletic field area, landscaped grounds, a playground, and all associated paved areas. The boundaries extend all the way to the gutter line of the three streets named above, and include all features within that triangular block.

Mary Connolly Park is bounded by Massachusetts Avenue on two sides and Waterhouse Street on the southern tip. It includes a passive landscape area. The boundaries extend to the gutter line on all sides.



NAME OF BIDDER:_____

Margaret C. Williams Park lies in the middle of Waterhouse Street at its intersection with Garden Street. It is a landscaped traffic island. The park includes all features inside the curb boundaries.

CAMBRIDGE PARKS, PLAYGROUNDS + MEDIAN MAINTENANCE
Margaret C. Williams Park

Arsenal Square is bounded by Garden Street, Concord Avenue and Chauncey Street. It features passive landscaping and a Spanish-American War monument. The park boundaries extend to the gutter line of all three streets.

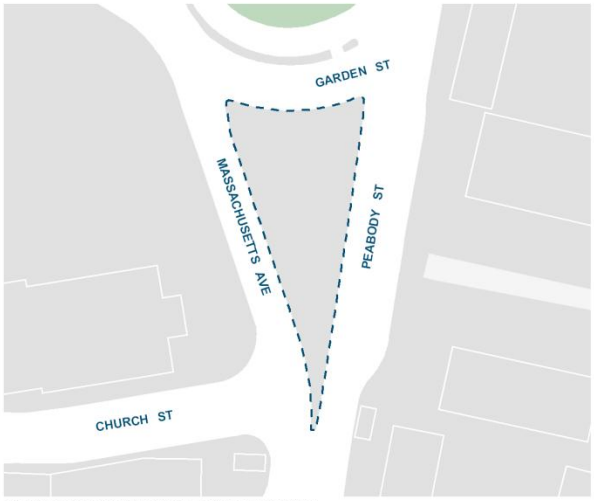
CAMBRIDGE PARKS, PLAYGROUNDS + MEDIAN MAINTENANCE
Arsenal Square

Flagstaff Park is bounded by Garden Street, Peabody Street, and Massachusetts Avenue. It features passive landscaping. The park boundaries extend to the gutter line of all three streets.

CAMBRIDGE PARKS, PLAYGROUNDS + MEDIAN MAINTENANCE
Flagstaff Park

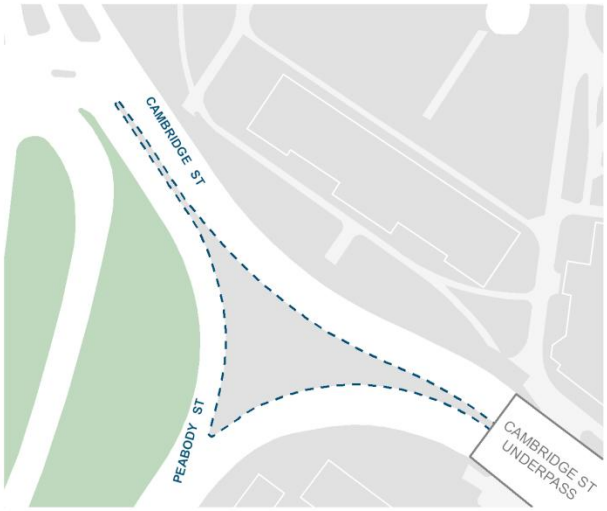
NAME OF BIDDER:_____

MacArthur Park lies immediately south of Flagstaff Park, and is bounded by Garden Street, Peabody Street, and Massachusetts Avenue. It features passive landscaping. The park boundaries extend to the gutter line of all three streets.



CAMBRIDGE PARKS, PLAYGROUNDS + MEDIAN MAINTENANCE
MacArthur Park

Donahue Square lies in the middle of the intersection of Peabody and Cambridge Streets, just to the west of the Cambridge Street underpass. It features passive landscaping. The park boundaries extend to the gutter line of both streets.



CAMBRIDGE PARKS, PLAYGROUNDS + MEDIAN MAINTENANCE
Donahue Square

Dawes Park lies in the middle of Garden Street at its intersection with Massachusetts Avenue, immediately south of the Cambridge Common. It features passive landscaping and an MBTA bus stop. The park boundaries extend to the gutter line on all sides.

CAMBRIDGE PARKS, PLAYGROUNDS + MEDIAN MAINTENANCE
Dawes Park

NAME OF BIDDER:_____

The **Old Burial Ground** is bounded by Garden Street to the north, and by Massachusetts Avenue to the east. It is a historic cemetery. The park boundaries extend to the gutter line of both Garden Street and Massachusetts Avenue, and by a series of fencing and masonry walls on the west and south sides.

CAMBRIDGE PARKS, PLAYGROUNDS + MEDIAN MAINTENANCE
Old Burial Ground

Winthrop Park is bounded by Winthrop Street, John F. Kennedy Street, and Mount Auburn Street. It is a historic common. The park boundaries extend to the gutter line of the three streets, and to the outside of a rail fence on the west side.

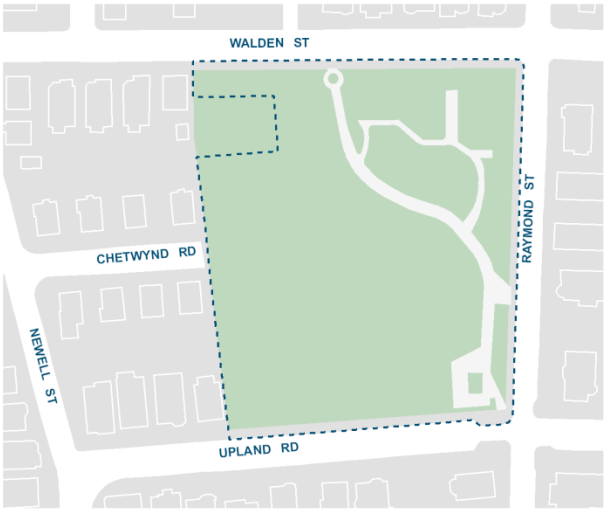
CAMBRIDGE PARKS, PLAYGROUNDS + MEDIAN MAINTENANCE
Winthrop Park

Brattle Square is located at the intersection of Brattle Street and Mount Auburn Street and includes: three raised perennial beds in the brick plaza along Brattle Street known as DeGuglielmo Plaza; a raised landscape traffic island bisected by a pedestrian crosswalk in the middle of Mount Auburn Street; and a raised planting bed adjacent to One Brattle Square.

CAMBRIDGE PARKS, PLAYGROUNDS + MEDIAN MAINTENANCE
Brattle Square

NAME OF BIDDER:_____

Raymond Park / Corcoran Field is bounded by Raymond, Upland, and Walden Streets. It features a playground, basketball courts, athletic field, walking paths and associated passive areas and landscape beds. The park boundaries extend to the gutter line of Raymond, Upland, and Walden Streets. It does NOT include the community garden enclosed by a fence on the west end.



CAMBRIDGE PARKS, PLAYGROUNDS + MEDIAN MAINTENANCE
Raymond Park / Corcoran Field

Sacramento Field is located behind (north side of) 13 Sacramento Street, between Massachusetts Avenue and Sacramento Place. It features a basketball court, a playground, an athletic field, walking paths, and associated passive areas. The park boundaries do NOT include the community garden enclosed by a fence, or the pedestrian easement to Sacramento Place.

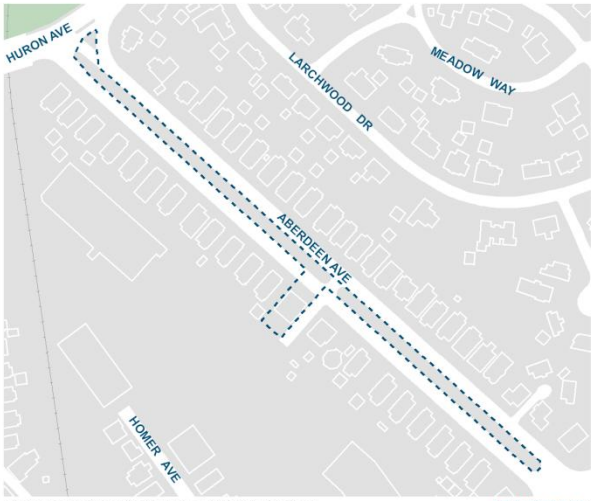
CAMBRIDGE PARKS, PLAYGROUNDS + MEDIAN MAINTENANCE
Sacramento Field

Longfellow Park lies between Brattle Street and Mount Auburn Street, directly south of the Henry Wadsworth Longfellow House (105 Brattle Street). It features passive landscaping, walking paths, and includes the public road known as Longfellow Park. The park boundaries extend from the gutter line of Brattle Street to the gutter line of Mount Auburn Street, and are generally defined by fencing or walls on either side.

CAMBRIDGE PARKS, PLAYGROUNDS + MEDIAN MAINTENANCE
Longfellow Park

NAME OF BIDDER:_____

The **Aberdeen Avenue / Collins Branch Library** corridor includes the entire median from Huron Avenue to Mount Auburn Street, including the detached pedestrian island at the Huron end. The Collins Branch Library and its associated grounds up to the building envelope are located at the corner of Aberdeen Avenue and Aberdeen Way.



CAMBRIDGE PARKS, PLAYGROUNDS + MEDIAN MAINTENANCE
Aberdeen Avenue / Collins Branch Library

Rafferty Park is located behind (north side of) the Sancta Maria Medical Center at 799 Concord Avenue. It is landlocked by private property. It features a playground, tennis court, athletic field, walking path and landscape beds. The park boundaries extend to the limit of the pavement of the medical center parking lot, and include the slope on the south side of the athletic field.

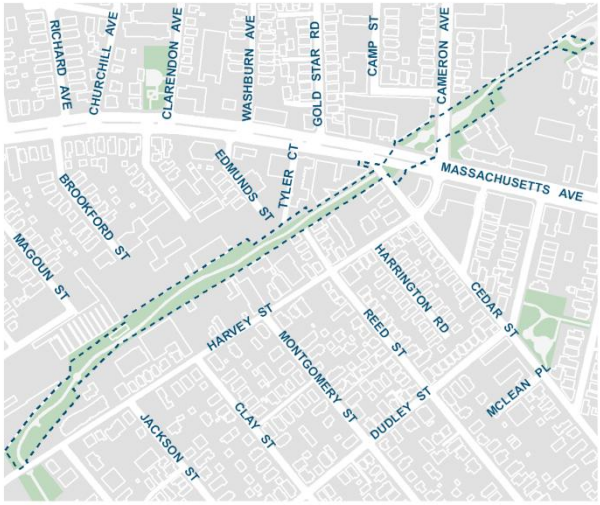
CAMBRIDGE PARKS, PLAYGROUNDS + MEDIAN MAINTENANCE
Rafferty Park

Russell Field / Samp Field / Comeau Field is bounded by Rindge Avenue, Harvey Street, and Clifton Street. It includes a two baseball diamonds, general purpose athletic fields, walking paths, bicycle paths, grandstand bleachers, a public parking lot, a playground, and other landscaped areas. The boundaries extend all the way through the east outlet to the gutter line of Clifton Street, through the west outlet to the MBTA substation on the east side of Alewife Brook Parkway, to the gutter line of Rindge Avenue, and to the west entrance of Linear Park on Harvey Street. It includes the parking lot along Rindge Avenue. It includes all exterior features up to the field house building envelope, EXCEPT the artificial FieldTurf surface. It does NOT include the state-owned swimming pool facility enclosed by a fence.

CAMBRIDGE PARKS, PLAYGROUNDS + MEDIAN MAINTENANCE
Russell Field / Samp Field / Comeau Field

NAME OF BIDDER:_____

Linear Park extends from the City boundary line with Somerville, to the east of Massachusetts Avenue, and extends westward across Cameron Avenue, Massachusetts Avenue, Cedar Street, Harvey Street, through Russell Field, and to the MBTA substation on the east side of Alewife Brook Parkway. It includes the bicycle path and the limit of the public way on either side of the path, generally defined by a fence. It includes all of the raised planting beds adjacent to commercial properties at the intersection of Massachusetts Avenue, Cedar Street and Cameron Avenue. It also includes the brick-paved outlet extending north from the path along the west side of Massachusetts Avenue.



CAMBRIDGE PARKS, PLAYGROUNDS + MEDIAN MAINTENANCE
Linear Park

NAME OF BIDDER:_____

Magazine Beach Park is bounded by Memorial Drive and the Charles River and as indicated by the map on this page. It includes one baseball diamond, two soccer fields, and general purpose field areas.

CAMBRIDGE PARKS, PLAYGROUNDS + MEDIAN MAINTENANCE
Magazine Beach

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_____

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.

_____ 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.

Please submit this form with your bid.

NAME OF BIDDER:_____

City of Cambridge CORI Policy

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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

NAME OF BIDDER:_____

public interest.

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

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

NAME OF BIDDER:_____

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.

NAME OF BIDDER:_____

2.112.065 Applicability

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

In City Council January 28, 2008.
Passed to be ordained by a yea and nay vote:-
Yeas 9; Nays 0; Absent 0.

Attest:- D. Margaret Drury, City Clerk.

A true copy;

ATTEST:-
D. Margaret Drury
City Clerk

NAME OF BIDDER:_____

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:

NAME OF BIDDER:_____

(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.

NAME OF BIDDER:_____

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

NAME OF BIDDER:_____

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.he 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.

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

NAME OF BIDDER:_____

ORDINANCE NUMBER 1311

Final Publication Number 3152. First Publication in the Chronicle on August 2, 2007.

City of Cambridge

In the Year Two Thousand and Seven

AN ORDINANCE

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

Be it ordained that Cambridge Municipal Code Chapter 8.16 entitled "Noise control" is hereby amended by adding a new section 8.16.081 entitled "Leaf Blowers" as follows:

A new Section 8.16.081 entitled Leaf Blowers shall be added to Chapter 8.16:

8.16.081 Leaf Blowers ("Leaf Blower Ordinance")

8.16.081.1 Statement of purpose. The City Council hereby finds that the reduction of noise and emissions of particulate matter resulting from the use of leaf blowers is a public purpose that protects the public health, welfare and environment of the City of Cambridge and its citizens. The City Council recognizes that a total ban on the use of such equipment would have a severe adverse impact on the ability of the City to effectively remove leaves, dust, dirt, grass clippings, cuttings and trimmings from trees, shrubs and other types of litter and debris from streets, sidewalks, cemeteries and large recreational facilities and other open spaces and to clean and maintain such facilities without relaxing restrictions on the use of such equipment for maintenance operations of such facilities.

8.16.081.2 Use Regulations. The use of leaf blowers shall be regulated as follows:

1. Definitions.

a. *Definition of leaf blower.* Leaf blowers are defined as portable, handheld or back pack style power equipment that is powered by fuel or electricity and used in any landscape maintenance, construction, property repair, or property maintenance for the purpose of blowing, moving, removing, dispersing or redistributing leaves, dust, dirt, grass clippings, cuttings and trimmings from trees and shrubs or any other type of litter or debris.

b. *Definition of commercial leaf blower operator*. Any entity or organization that employs two (2) or more employees that receives income, remuneration or compensation of any kind, whether as a fee, a charge, a salary, wages or otherwise, for operating a leaf blower, except that municipal operators and municipal contractors are excluded from this definition.

2. Limitations on use.

The use of leaf blowers is prohibited except between March 15 and June 15 and between September 15 and December 31 in any year. The provisions of this subsection 8.16.081.2.2(a) do not apply to the use of leaf blowers in accordance with the provisions of this Leaf Blower Ordinance and regulations promulgated hereunder by municipal operators and municipal contractors performing leaf blower operations in Mayor Thomas W. Danehy Park, Fresh Pond Reservation, Thomas P. O'Neil, Jr. Municipal Golf Course at Fresh Pond, Cambridge Municipal Cemetery, Old Burial Ground or performing emergency operations and clean-up associated with storms, hurricanes and the like or by operators performing leaf blower operations on one or more adjoining parcels of land in common ownership that together comprise a total of two (2) acres or more, so long as the owners of such land comply with the provisions of subsection 8.16.081.2.2(c).

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The use of leaf blowers is further prohibited on Sundays and legal holidays except Columbus Day and Veterans' Day and prohibited on other days except between the hours of 8:00 a.m. and 5:00 p.m. Mondays through Fridays and 9:00 a.m. and 5:00 p.m. Saturdays, Columbus Day and Veterans' Day. Commercial leaf blower operators may operate leaf blowers between the hours of 12:00 noon and 5:00 p.m. only on Columbus Day and between the hours of 1:00 p.m. and 5:00 p.m. only on Veterans' Day, consistent with the provisions of G.L. c. 136, §13 as it may be amended. The provisions of this subsection 8.16.081.2.2(b) do not apply to the use of leaf blowers in accordance with the provisions of this Leaf Blower Ordinance and regulations promulgated hereunder by municipal operators and municipal contractors performing leaf blower operations in Mayor Thomas W. Danehy Park, Fresh Pond Reservation, Thomas P. O'Neil, Jr. Municipal Golf Course at Fresh Pond, Cambridge Municipal Cemetery, Old Burial Ground or performing emergency operations and clean-up associated with storms, hurricanes and the like or by operators performing leaf blower operations on one or more adjoining parcels of land in common ownership that together comprise a total of two (2) acres or more, so long as the owners of such land comply with the provisions of subsection 8.16.081.2.2(c).

c. Commercial leaf blower operators and owners of one or more adjoining parcels of land in common ownership that together comprise a total of two (2) acres or more seeking to operate leaf blowers on such land shall not be permitted to operate leaf blowers, but may be exempted from the prohibition of this subsection 8.16.081.2.2(c) if they submit an operations plan to the City Manager or his or her designee for review and approval. At a minimum, the operations plan shall: address the owner's or operator's efforts to mitigate the impacts of noise and emissions upon citizens and the occupants and owners of nearby property, include an inventory of all leaf blowing equipment owned and to be used by the owner or operator in its operations program, which shall comply with the noise and emission restrictions set forth in this Leaf Blower Ordinance and regulations promulgated hereunder, and include the owner's or operator's plan for educating users of its equipment on the proper use of equipment as well as the need to mitigate impacts upon others. The operations plan shall be reviewed by the City Manager or his or her designee, who shall ensure that it complies with the applicable provisions of this Leaf Blower Ordinance and regulations promulgated hereunder, and shall impose any conditions that may be required in order for the owner or operator to comply with the provisions of this Leaf Blower Ordinance and regulations promulgated hereunder. . No operations plan submitted by owners of one or more adjoining parcels of land in common ownership that together comprise a total of two (2) acres or more seeking to operate leaf blowers on such land shall be approved by the City Manager unless there has been a showing of significant hardship.

d. Leaf blower operations shall not cause leaves, dirt, dust, debris, grass clippings, cuttings or trimmings from trees or shrubs or any other type of litter or debris to be blown or deposited on any adjacent or other parcel of land, lot, or public right-of-way/property other than the parcel, land, or lot upon which the leaf blower is being operated. Leaves, dirt, dust, debris, grass clippings, cuttings or trimmings from trees or shrubs or any other type of litter or debris shall not be blown, swept or raked onto or into an adjacent street or gutter, except by municipal employees or municipal contractors or leaf blower operators placing leaves, dust, dirt, grass clippings, cuttings and trimmings from trees and shrubs on a municipal street or sidewalk for collection and pick-up, during municipal street and sidewalk sweeping and cleaning operations. In no event shall leaves, dirt, dust, debris, grass clippings, cuttings or trimmings from trees or shrubs or any other type of litter or debris be blown, swept or raked onto or into catch basins or onto vehicles, persons or pets. Deposits of leaves, dirt, dust, debris, grass clippings, cuttings or trimmings from trees or shrubs or any other type of litter or debris shall be removed and disposed of in a sanitary manner which will prevent dispersement by wind, vandalism or similar means.

All leaf blowers shall satisfy the emissions standards of the United States Environmental Protection Agency and noise level standards as follows: the sound emitted from any leaf blower shall be rated by the manufacturer to be no greater than 65 decibels.

On parcels of 10,000 square feet or less, only one leaf blower at a time may be used, and on parcels larger than 10,000 square feet, only one leaf blower may be used within each 10,000 square foot area.

3. *Fees.* A fee for the City to recover all costs connected with emission or sound testing and enforcement may be charged in an amount set by the License Commission and approved by the City Manager.

Regulations. The License Commission and the Commissioner of Public Works shall have the authority to promulgate regulations to implement the provisions of this Leaf Blower Ordinance.

Enforcement Officials. In addition to the Police Commissioner, the Commissioner of Inspectional Services Department and the Chairperson of the License Commission as provided in section 8.16.040 of this Chapter, the Commissioner of

Public Works and his or her designee shall be authorized enforcement personnel charged with the enforcement of this section pursuant to the provisions of section 8.16.040 of this Chapter.

6. *Severability.* The provisions of this Chapter are severable. If any section, provision or portion of this Chapter is determined to be invalid by a court of competent jurisdiction, the remaining provisions of this Chapter shall continue to be valid.

7. *Effective Date.* The provisions of this Leaf Blower Ordinance shall be effective commencing on March 1, 2008 except as to City of Cambridge contracts now in effect, as to which the provisions of this Leaf Blower Ordinance shall be effective commencing on September 15, 2008.

In City Council December 10, 2007.
Passed to be ordained as amended by a yea and nay vote:-
Yeas 7; Nays 0; Absent 2.

Attest:- D. Margaret Drury, City Clerk.

A true copy;

ATTEST:-
D. Margaret Drury
City Clerk

NAME OF BIDDER:_____

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 a 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.

NAME OF BIDDER:_____

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

Article IX. Performance Security. Upon execution of this Contract by the Contractor, the Contractor shall furnish to the City security for the faithful performance of this Contract in the amount of **___0%____** of the value of the bid in the form of a performance bond issued by a surety satisfactory to the city or in the form of a certified check.

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

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

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

Approved as to Form:

_____

Nancy E. Glowa
Acting City Solicitor

_____

Robert W. Healy
City Manager

The Contractor:

_____

Signature and Title

_____

Cynthia H. Griffin
Purchasing Agent

NAME OF BIDDER:_____