

INVITATION FOR BID	
FILE NO: 5944	
COMMODITY: Homeless Transportation Services for the Cambridge Public Schools	
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, OCTOBER 11, 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, OCTOBER 25, 2012**. **Parking is limited at this location. It is strongly recommended that bids are mailed or delivered in advanced of the due date and time. Late proposals will not be accepted. This bid may be downloaded from the City's web site, www.CambridgeMA.gov, Online Services, Current Bid List, Formal, File No.5944.**

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 Invitation for 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 **Homeless Transportation Services for the Cambridge Public Schools opened at 11:00 a.m. on Thursday, October 25, 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: _____

**City of Cambridge
Purchasing Department**

To: Cynthia H. Griffin, Purchasing Agent
City Hall, Cambridge, MA 02139

The undersigned hereby proposes to furnish **HOMELESS STUDENT TRANSPORTATION SERVICES** for the Cambridge Public Schools, all in accordance with the attached specifications and following proposal schedule.

The contract will be for a period of three years and will commence on November 1, 2012. The payment and performance obligations for each succeeding year of a multi- year contract will be subject to the availability of funds. Prices must remain FIRM during the entire contract period.

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

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.

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

Please submit your bid in duplicate. One original and one copy. No hard binders.

Questions

Questions concerning this Invitation for Bid must be submitted in writing and faxed to Cynthia H. Griffin, Fax # 617-349-4008. All questions must be submitted no later than **Thursday, October 18, 2012 by 4:00 p.m.** An addendum will be posted to the website 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.

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

Bid Results

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

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.

Performance Bond Requirements

The successful bidder will be required to provide a Performance Bond by a company authorized to do business under the laws of the Commonwealth of Massachusetts and are satisfactory to the Awarding Authority, equal to fifty (50%) of the annual contract price before signing of the contract. The premium on the bond shall be included in the base bid.

NAME OF BIDDER: _____

Living Wage Requirements

The City of Cambridge has a Living Wage Requirement that establishes minimum hourly rates for all Personnel that work on any City contract. The City of Cambridge's Living Wage as of March 1, 20012 is \$14.28 per hour. The Living Wage Requirements are attached.

Quality Requirement

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

Circle Yes or No for each of the following Quality Requirements.

1. The Bidder has a minimum of five (5) years experience in the school transportation business, is presently engaged in the field of school transportation services, and has demonstrated experience of three (3) years within the past five (5) years of providing transportation services of a similar size and scope to the services described in this bid

YES NO
2. The Bidder agrees that none of the drivers to be utilized for this contract have been convicted of any moving violations within the last 5 years.

YES NO
3. The Bidder agrees that none of the drivers for this contract have been convicted of driving under the influence within the last 5 years.

YES NO
4. The Bidder shall insure that all current drivers and monitors have had a Criminal History Offender Information (CORI) and a Sex Offender Registry Information (SORI) checked and performed. Cambridge Public Schools will perform additional CORI/SORI checks on each driver and monitor working under this contract.

YES NO
5. The Bidder agrees that all new employees will have a Criminal History Offender Information (CORI) and a Sex Offender Registry Information (SORI) checked and performed before the start of employment.

YES NO
6. The Bidder agrees to equip all vehicles with a two way communications device, such as a two-way radio, that allows the driver to communicate with the Cambridge Public schools and the administration and operations staff of the Bidder.

YES NO
7. The Bidder agrees to allow Cambridge Public Schools to equip all vehicles with a global positioning system (GPS) device and a video camera that is compatible to devices used by the Transportation Manager of Cambridge Public Schools.

YES NO

NAME OF BIDDER: _____

Bid Submission Requirements:

1. Bidder shall provide a comprehensive list of all cities or towns to whom they have provided transportation services with in the last three years. The list must include the name of the town/city official, title, address and telephone number. The City/School will contact no less than three (3) City's and Towns for a reference. In addition, the City reserves the right to use itself as a reference. A bid maybe rejected on the basis of one or more references reporting less than excellent past performance by the bidder and/ or that experience does not meet the Quality Requirements.
2. Bidders shall submit a "Company Resume" which will contain information relative to the organization of the bidder's transportation business, including date of incorporation, organization, headquarters, field offices, size of work force, management structure, employee system, benefits, training programs and union information.
3. Bidder shall provide the address of the bus yard used for the buses to be provided.

Insurance Requirements

Worker's Compensation.

(Reference: M.G.L. c.30B). Before commencing performance of the Contract, the CONTRACTOR provide by insurance for the payment of compensation and the furnishing of other benefits under M.G.L. C.30B to all persons to be employed under the Contract, and the CONTRACTOR shall continue such insurance in full force and effect during the term of the Contract. Sufficient proof of compliance with this paragraph must be furnished at the time of execution of this Contract. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the Contract and shall operate as an immediate termination thereof. No cancellation of such insurance, whether by the insurer or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the City of Cambridge/Cambridge Public Schools at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice.

Additional Insured. Each policy must list the City of Cambridge/Cambridge Public Schools as an additional named insured.

Insurance Rating. Any insurance carrier utilized to fulfill the insurance requirements of this Contract shall have a minimum A.M. Best rating of A-X.

Premiums. The CONTRACTOR must provide the required insurance at its own expense.

Notice of Occurrence. Notice of occurrence shall be given to the Coordinator of Purchasing, Cambridge Public Schools, 159 Thorndike Street, Cambridge, MA 02141, and at the option of the CONTRACTOR, any other City of Cambridge official permitted by law to receive notice.

Waiver of Subrogation. The CONTRACTOR and all Subcontractors waive subrogation rights against the City of Cambridge/ Cambridge Public Schools for all losses.

Coverage Period. Each insurance policy must cover the entire contract period.

Policies and Limits. The insurance required shall include all major division of coverage and shall be on a comprehensive general basis including Premises and Operations (including X-C-U), Owner's Protective (as a separate policy), Products and Completed Operations, and Owned, Non-owned, Leased, 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:

Owner's Protective Liability	
Each Occurrence	\$1 Million
Aggregate	\$2 Million

NAME OF BIDDER: _____

Commercial Liability		
General Aggregate		\$2 Million
Products Completed Operations		
Aggregate		\$1 Million
Personal Injury and Advertising Limit		\$1 Million
Each Occurrence		\$1 Million
Automotive-for all owned, non-owned, hired and leased vehicles		
Combined single limit		\$1 Million
or		
Bodily injury- each person		\$100,000
each accident		\$1 Million
Property damage-each occurrence		\$1 Million
Umbrella		
Combined single limit		\$1 Million
General aggregate		\$1 Million
Worker's Compensation		
Coverage A	Statutory	
Coverage B	Each Accident	\$100,000
	Disease-Policy limit	\$500,000
	Disease-Each Employee	\$100,000

Excess Liability Insurance.

The CONTRACTOR may purchase and maintain excess liability insurance in the umbrella form in order to satisfy the limits of liability required for the insurance to be purchased and maintained in accordance with the requirements set forth above. Any such amounts must be in addition to the umbrella limits required, must list all underlying policies, and must list the City of Cambridge/Cambridge Public Schools as a named insured. Evidence of such excess liability shall be delivered to the City of Cambridge/Cambridge Public Schools in the same form and manner as the required insurance policies.

Amendment of Insurance Requirements.

The City of Cambridge/Cambridge Public Schools reserves the right, at its sole discretion, to amend the insurance requirements contained herein.

Occurrence Basis

All insurance shall be written on an occurrence basis, unless the City of Cambridge/Cambridge Public Schools approves in writing coverage on a claims-made basis. Coverages whether written on an occurrence **or** a claims-made basis shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment.

Certificates of Insurance.

Certificates of Insurance acceptable to the City of Cambridge/Cambridge Public Schools and confirming the insurance coverage required herein are attached to the Contract. The City of Cambridge/Cambridge Public Schools shall have no obligation to execute the Contract and may award the CONTRACTOR to the next lowest responsible and responsive bidder, if such insurance certificates have not been provided to the City of Cambridge/Cambridge Public Schools within five (5) business days after presentation of the Contract to the CONTRACTOR for execution.

Endorsements.

The CONTRACTOR shall furnish to the City of Cambridge/Cambridge Public Schools copies of any endorsements that are subsequently issued amending limits of coverage.

NAME OF BIDDER: _____

SPECIFICATIONS FOR HOMELESS TRANSPORTATION SERVICES

CAMBRIDGE PUBLIC SCHOOLS

INTRODUCTION

The Cambridge Public Schools intends to award a contract for providing transportation services for homeless school children of the City of Cambridge and displaced students who attend school in Cambridge as per the attached specifications. This is in accordance with the provisions of Laws of the Commonwealth of Massachusetts which oblige the School Departments of Cities and Towns to provide adequate transportation within the City of Cambridge as well as out of district under the terms of the federal McKinney-Vento Act.

The CONTRACTOR shall comply with all Ordinances of the City of Cambridge, General Laws and Regulations of the Commonwealth of Massachusetts, Federal Laws and Regulations authorized by law, applicable to the provisions of such contract, and shall be thoroughly familiar with same.

The contract shall be binding on the heirs, personal representatives; successors and assignees of the CONTRACTOR, but the CONTRACTOR'S duties and obligations under the contract shall not be assigned or subcontracted to another party without the prior written consent of the City.

In the event that the CONTRACTOR undergoes dissolution, termination of existence, insolvency, appointment of a receiver of any property of, assignment for the benefit of creditors, or commencement of any proceeding under any bankruptcy or insolvency law by or against the CONTRACTOR or any guarantor of the CONTRACTOR, the City shall have the right to declare the contract terminated and to pursue any remedies provided by the contract or at law or in equity.

Failure of the City to pursue its remedies at the time of commission of a breach of contract by the CONTRACTOR will not act as a waiver of the City's right to pursue said remedies at a later time.

The City reserves the right to use its own personnel and/or equipment to perform transportation services when deemed necessary or expedient, and to award additional contracts for transportation services as deemed necessary.

PERIOD OF CONTRACT

The contract shall be for three years commencing on November 1, 2012.

SCOPE OF SERVICES

Pupils from areas within and outside of the City are to be transported to the various schools or facilities within and outside the city. These pupils will be all ages and grades. All pupils will be picked up and dropped off at designated schools and given addresses at appointed times.

The number of pupils must of necessity vary according to the need and no minimum or maximum can be established.

Currently, the in-city schools are on a three to four tiered bell schedule, with buses servicing schools with 7:30, 7:55, 8:25 and 8:55 bell schedules. The School Department makes no representations or guarantees as to the number of buses that will be required over the duration of the contract. The School Department reserves the right to change the tiered bell system as necessary. Schedules for facilities outside the City of Cambridge will be forwarded to the contractor when students are placed.

NAME OF BIDDER: _____

All buses must drop students off no earlier than 15 minutes and no later than 5 minutes before the first bell in the A.M. and all buses must be at the schools no later than 5 minutes before dismissal time in the P.M. Pick ups must occur within ten minutes, plus or minus, of the scheduled pick up time. Students from different tiered school scheduled times may not share space on the same run. The maximum ride time for a student is one hour unless specifically approved in advance by the Cambridge Public Schools Transportation. At no time may a student be discharged from a vehicle without a designated adult present, unless otherwise previously arranged with the Cambridge Public Schools Transportation Department.

SCHEDULES AND ROUTES

School sessions of Cambridge Public Schools are on a staggered basis. The opening hour will vary from 7:30 to 9:00 A.M. and the closing from 11:55 to 4 P.M. School schedules, in-city and out-city, will be available on or about August 1 for each year. Students on different tiers schedules may not share a bus on the same run.

The School Department will approve the bus schedules and routes in consultation with the CONTRACTOR. All permanent changes and parental complaints will be handled via the Cambridge Public Schools Transportation Department, who will forward them to the CONTRACTOR. Temporary changes, initiated by either the CONTRACTOR or the parent, will be handled directly between the parent and the CONTRACTOR, with notice given to the Cambridge Public Schools Transportation Department once a month.

The CONTRACTOR shall utilize its fleet to maximum efficiency and notify the Transportation office of lapses in pick-up service or operation times. Any disputes between the Transportation office and the CONTRACTOR regarding schedules and routes shall be resolved by actually driving the bus route with representatives of the School Department and CONTRACTOR. Schedules and routes are subject to change anytime during the term of the contract upon three (3) school days written notice, or upon shorter notice if agreed to by the CONTRACTOR.

An early release day is usually scheduled once a month for Cambridge Public Schools (usually two hours earlier than normal closing). A schedule will be provided by the School Department to the CONTRACTOR as soon as possible of the anticipated early release days. The CONTRACTOR will be responsible for managing any changes necessary during early release days.

CONTRACTOR will be notified immediately by telephone when the decision to cancel Cambridge Public Schools due to inclement weather or other emergencies has been made. CONTRACTOR will provide the telephone number of “back-up” person to contact in such instance. If the Cambridge Public Schools are closed no CPS students, in-city or out of city, will be transported.

CONTRACTOR will be responsible for monitoring school closings for all other schools within their routes on days when the Cambridge Public Schools remain open. If a particular district from which students are transported is closed, the CONTRACTOR should not pick up those students. It is the responsibility of the CONTRACTOR to be aware of the state of school closings within their jurisdiction at all times.

Any overtime as a result of the CONTRACTOR’S failure to meet the established schedules shall not be subject to reimbursement. This includes delays caused by, but not limited to mechanical problems, drivers’ performance, weather and abnormal traffic conditions.

DRIVERS/SUB DRIVERS

It is the obligation of the CONTRACTOR to ensure that operators and equipment meet the highest of standards possible for the transportation of each child. Therefore, it is to be understood and agreed that in fulfillment of this proposal the CONTRACTOR shall regularly assign only permanently employed, reliable and carefully selected drivers. Every driver shall be familiar with the law, rules and regulations pertaining to the operation of motor vehicles.

The CONTRACTOR shall submit to the Transportation Office by August 15 of each year a list of drivers, their cell and home phone numbers, and area assignments for each. The Transportation Office must be notified in writing when ever a change of drivers or routes occurs during the remainder of the school year. Whenever possible, the same driver shall be assigned to both the A.M. and P.M. pick-ups of the same group of children.

Once drivers are assigned, the CONTRACTOR will be responsible for calling each family to inform them of the bus schedule for the upcoming year. Included in this communication shall be the name of the driver and monitor, the vehicle number, a description of the vehicle (make, model and color), a contact name and number for the CONTRACTOR, and the pick up and drop off times.

In the event that there is a substitute driver, or a change in pick up or drop off times, the CONTRACTOR shall be responsible for contacting the parents with this information in advance of pick up.

All drivers must be properly licensed to operate school vehicles in accordance with Commonwealth of Massachusetts regulations.

The School Department reserves the right to require the CONTRACTOR to reject or remove a driver.

Drivers must be neat in appearance, and wear a CONTRACTOR issued photo identification card at all times.

The driver shall place the safety of school children above any other consideration at all times and shall under no circumstances leave the bus unattended at any time while it is occupied.

Drivers shall not be permitted to carry any person other than a monitor, school officer, aide, parent/volunteer designated by a school administrator, or teacher while carrying pupils unless authorized to do so by the School Department.

TRAINING

Within the first month of school the School Department will schedule a 2 hour training course. All Drivers are required to complete the training course to be eligible to drive for Cambridge.

The School Department reserves the right to hold additional trainings as required.

Within 30 days of the beginning of the school year, all monitors must have minimum of 8 hours of first aid training. Course must include C.P.R., EPI Pen as well as First Aid & Sensitivity Training. The School Department shall provide direction and advice as to the content of the course.

New drivers hired after the beginning of the School year shall be provided with training to be completed within 10 days of employment.

The CONTRACTOR must retain evidence of completion of aforementioned trainings for all staff, and provide a copy of said evidence by September 30 of each year, or within 14 days of a new hire during the school year.

NAME OF BIDDER: _____

STUDENT CONDUCT

All students being transported will be required to adhere to the School Bus Policies & Rules of Conduct at all times. (See attachment Transportation Rules attached)

EQUIPMENT SPECIFICATIONS

At no time during this contract shall the age of any vehicle in service exceed eight years old (current calendar year of Contract minus model year) or have more than 200,000 miles on the odometer. All Buses shall be equipped with factory installed state of the art lap seat belts which shall be industry standard and Child Checkmate System or equivalent.

The Bidder must certify as to whether vehicles proposed to be used are owned by CONTRACTOR or leased. All vehicles to be used shall not be older than 4 years at anytime during the contract. Assurance must be given by the Bidder that he/she is prepared to provide fully functional properly maintained, clean and ample equipment with provisions to have spare (back-up) vehicles and experienced substitute drivers to promptly cover emergencies and have them available at one place for inspection by the School Department. Any vehicle found to be unsatisfactory shall be replaced or repaired as required by the School Department. No vehicle will be operated without proper state inspection stickers as required by law.

It is expected that all necessary safety precautions will be provided on all equipment and shall conform to the requirements for safety equipment specified under Chapter 90 “Minimum Standards” of the Registry of Motor Vehicles.

It is to be further understood and agreed that all the vehicles and Operators of such equipment proposed to be used by the CONTRACTOR must be at all time 100% in compliance in all respects with the required standards, statutes, and regulations set forth by the Commonwealth of Massachusetts Registry of Motor Vehicles. The CONTRACTOR shall further conform to any other state, rules and regulations of the Commonwealth of Massachusetts Department of Education and all ordinances of the City of Cambridge insofar as such statutes, rules and regulations are applicable.

CONTRACTOR will be responsible for the daily condition of each vehicle used to transport students. Vehicles will be swept clean daily, and glass cleaned once a week. Vehicles will be kept free of noxious odors at all times; in particular, the CONTRACTOR agrees that there will be no smoking in the vehicles at any time, with or without students being present.

In the event that the School Department desires to have cameras installed on existing buses used for this contract, the CONTRACTOR agrees to install cameras at a price and time frame to be mutually agreed upon by the parties.

FUEL

The CONTRACTOR will bear the cost of fuel for all buses owned by CONTRACTOR. The CONTRACTOR shall be responsible for fueling all buses. At no time shall a bus be fueled while students are in the vehicle.

COMMUNICATIONS

It is required that 100% of CONTRACTOR vehicles be equipped with two-way communication devices. If the School Department changes communications systems the CONTRACTOR will be required to change. In this event, the CONTRACTOR and the School Department shall negotiate a mutually agreeable distribution of additional expenses and a reasonable time frame for implementation.

NAME OF BIDDER: _____

Each driver shall make two-way communications contact every morning and afternoon with the Dispatcher in order to ensure that the communications system is working properly.

REPORTS AND RECORDKEEPING

CONTRACTOR shall submit a Commonwealth of Massachusetts Registry of Motor Vehicles Accident report to the Police Department and the School Department within twenty-four (24) hours of an accident involving vehicles transporting students. The contractor is required to submit in writing to the Transportation Department, within two hours after the accident, a detailed incident report. Telephone communication shall be made to the School Department immediately; to the Transportation Office (617-349-6862); and the School Principal or Assistant Principal.

Each driver shall maintain a Trip Log that will be forwarded on a weekly basis to the Transportation Office. This Log will consist of pick-up and drop off times for stops on the route, and documentation of any special problems that occurred during the past week. (See attachment 5)

ACCIDENT PROCEDURES

In the event of an accident the bus driver shall immediately notify the Dispatcher and the Dispatcher shall immediately notify the Transportation Office, School Principal and Police Department if necessary. The CONTRACTOR will instruct the drivers to identify, in writing, all passengers on board before the bus continues on the route.

Accident Reports: The CONTRACTOR shall file a preliminary written accident report with CPS no later than the close of the business day on which the accident occurred. For any accident occurring after 5:00 p.m., the accident report shall be filed within one (1) hour of the opening of business the next day. The CONTRACTOR shall ensure that the drivers are not released from duty until complete, clear written accident reports are on file.

The CONTRACTOR shall file a final written report completed by CONTRACTORS Representative within twenty-four (24) hours of the accident. Such final report shall include the driver's written report, all names of students on board at the time, RMV crash report, police reports, and any other information pertaining to the accident.

At the end of each contract year, or upon request, the CONTRACTOR shall submit a formal accident report summary from its insurance company covering the entire fleet. The insurance company report shall include the date of each accident, driver name, property damage, bodily injuries, preventable or non-preventable status, claims outstanding and current status.

PERSONAL ATTENTION AND ATTENTION TO DIRECTIVES:

It is to be further understood and agree that the CONTRACTOR shall give his or her personal attention to the performance of the contract and will not subcontract or assign the work under the contract in whole or in part without prior written approval of the Department. The successful bidder shall furnish the School Department the name (or names) and phone number of personnel who will be responsible for coordinating transportation arrangements under the contract.

It will be the responsibility of the CONTRACTOR to adhere strictly to the directives of the School Department. Tardiness will not be tolerated and failure to provide services as agreed on, except in extreme circumstances, may be considered a breach of contract and will be subject to appropriate action by the City. The City will assume no responsibility, financially or otherwise, for the vehicles when school are not in session because of vacations or the cancellation of sessions due to inclement weather.

NAME OF BIDDER: _____

INVOICING

Under the terms of the McKinney-Vento Act, districts where homeless students reside and districts where homeless students attend school are required to share the cost of the students' transport equally (50/50). The CONTRACTOR must directly invoice the other **school** district for their share.

Invoices shall be billed monthly. All invoices submitted for payment shall be subject to review and audit by the Cambridge School Department.

Invoices must be submitted to the Cambridge Public Schools within 10 business days of the end of each billing period.

PRICING

The CONTRACTOR will be compensated on a per student round trip per day rate, based on the rates submitted on the attached price sheet. Low bidder will be determined based on the estimated trips per year. However, the Cambridge Public Schools makes no guarantee that the entire estimated amount of the contract will be expended in any given year. Payment will be based on actual students transported.

Should a student not residing or attending school in an area with specific pricing under this contract require transport, the daily round trip rate will be calculated using the alternate per mile per student per day rate on the price sheet and Google Maps to measure the distance between pick up and delivery, or by some other methodology mutually agreeable to the CONTRACTOR and the Cambridge Transportation Department. If the CONTRACTOR wishes to use a route other than the one given by Google Maps for billing purposes, it must be approved in advance by the Cambridge Transportation Department.

Directions for filling out the Price Proposal Homeless Transportation Price Sheet excel price sheet

The price sheet is a excel spread sheet attached to this PDF bid document. Please open, download and save the Homeless Transportation Price Proposal Excel Spread Sheet to your computer.

Enter the Rate per Student per Day Round Trip Part A and Part B. All other calculations are automated. After pricing has been entered save the excel spread sheet to your computer.

Bidders shall print the completed price sheet

Write in the total bid in words

Sign and Submit the Homeless Transportation Price Sheet with your bid.

After the bid opening, the City will contact all bidders and ask the bidder to email the excel spread sheet with pricing to the City. **Do not email the price sheet before the bid opening or your bid will be rejected.**

NAME OF BIDDER: _____

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

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

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

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

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

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

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

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

Date: _____

(Print Name of person signing bid)

(Signature & Title)

This form must be submitted with your bid

NAME OF BIDDER: _____

CORI COMPLIANCE FORM

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

CERTIFICATION

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

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

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

Signature

(Name of Business)

NOTE:

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

Instructions for Completing CORI Compliance Form:

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

This form must be submitted with your bid

NAME OF BIDDER: _____

City of Cambridge CORI Policy

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

NAME OF BIDDER: _____

- (g) Whether the applicant has pending charges;
- (h) Any relevant evidence of rehabilitation or lack thereof;

(i) Any other relevant information, including information submitted by the candidate or requested by the City.

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

Revised May 5, 2007

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

NAME OF BIDDER: _____

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

2.112.065 Applicability

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

In City Council January 28, 2008.

Passed to be ordained by a yeas and nays vote:-

Yeas 9; Nays 0; Absent 0.

Attest:- D. Margaret Drury, City Clerk.

A true copy;

ATTEST:-

D. Margaret Drury
City Clerk

Chapter 2.121

LIVING WAGE ORDINANCE

Sections:

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

2.121.010 Title and Purpose.

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

2.121.020 Definitions.

For the purposes of this ordinance, the term:

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

(b) "Assistance" means:

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

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

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

(c) "Beneficiary" means:

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

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

NAME OF BIDDER: _____

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

(e) "Covered Employee" means:

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

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

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

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

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

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

2.121.030 Living Wage.

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

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

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

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

2.121.040 Waivers and Exceptions.

(a) Waivers. A Covered Employer may request that the City Manager grant a partial or whole waiver to the requirements of this Chapter.

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

NAME OF BIDDER: _____

(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;

NAME OF BIDDER: _____

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

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

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

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

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

2.121.050 Notification Requirements.

All Applicable Departments shall provide in writing an explanation of the requirements of this ordinance in all requests for bids for service contracts and to all persons applying for Assistance as defined by this ordinance. All persons who have signed a service contract with the City of Cambridge or a contract for Assistance shall forward a copy of such requirements to any person submitting a bid for a subcontract on the Assistance contract.

2.121.060 Duties of Covered Employers.

(a) Notification Requirements. Covered employers shall provide each Covered employee with a fact sheet about this ordinance and shall post a notice about the ordinance in a conspicuous location visible to all employees. The fact sheet and poster shall be provided to the Covered Employer by the Applicable Department and shall include:

(1) notice of the Living Wage amount;

(2) a summary of the provisions of this ordinance;

(3) a description of the enforcement provisions of the ordinance;

(4) the name, address, and phone number of a person designated by the Applicable Department to whom complaints of noncompliance with this ordinance should be directed.

(b) Contract for Assistance. At the time of signing a contract for assistance with the City of Cambridge or with a Beneficiary, the contract must include the following:

(1) the name of the program or project under which the contract or subcontract is being awarded;

(2) a local contact name, address, and phone number for the Beneficiary;

(3) a written commitment by the Beneficiary to pay all Covered Employees not less than the Living Wage as subject to adjustment under this ordinance and to comply with the provisions of this ordinance;

(4) a list of Covered Employees under the contract with the employees' job titles;

(5) a list of all subcontracts either awarded or that will be awarded to Beneficiaries with funds from the Assistance.

Upon signing any subcontracts, the Covered Employer shall forward a copy of the subcontract to the Applicable Department.

(c) Maintenance of payroll records. Each Covered Employer shall maintain payrolls for all Covered Employees and basic records relating thereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the job title and classification, the number of hours worked each day, the gross wages, deductions made, actual wages paid, and copies of social security wage and withholding reports, and evidence of payment thereof and such other data as may be required by the Applicable Department from time to time.

(d) Applicable Department duties. The Applicable Department shall cause investigations to be made as may be necessary to determine whether there has been compliance with this Ordinance. The Applicable Department shall report the findings of all such investigations to the Community Advisory Board.

(e) Covered Employer to cooperate. The Covered Employer shall submit payroll records on request to the Applicable Department. The Covered Employer shall permit City representatives to observe work being performed upon the work site, to interview employees and to examine the books and records relating to the payrolls being investigated to determine payment of wages.

NAME OF BIDDER: _____

(f) City Assistance Reports. Each Applicable Department shall file a City Assistance Report with the City Manager and the Community Advisory Board by July 31 of each year. The report shall include, for each Assistance package or contract approved during the preceding fiscal year:

- (1) the name of the Applicable Department (awarding agency), the name of the specific program under which the Assistance was awarded, and the origin of funds for Assistance;
- (2) a description of the purpose or project for which the Assistance was awarded;
- (3) the name, address, and phone number of a local contact person for the Covered Employer;
- (4) the total cost to the City of Assistance provided to each Beneficiary, including both face-value of Assistance, as well as revenue not collected as a result of the Assistance.

2.121.070 Community Advisory Board.

(a) Purpose. The purpose of the Community Advisory Board shall be to review the effectiveness of this Ordinance at creating and retaining Living Wage jobs, to make recommendations to the City Manager regarding the granting of Waivers to Covered Employers, to review the implementation and enforcement of this ordinance, and to make recommendations from time to time in connection therewith.

(b) Composition. The Community Advisory Board shall be composed of nine members and shall include representatives of labor unions, community organizations and the business community. All members will be appointed by the City Manager. Members of the Board shall serve a three-year term. Whenever a vacancy shall occur the City Manager shall appoint a replacement within thirty days of said vacancy.

(c) Meetings. The Community Advisory Board shall meet quarterly and in special session as required. All meetings of the Board shall be open to the public and will allow for public testimony on the uses of the City Assistance generally, and on specific instances of Assistance or proposed Assistance as received or sought by individual enterprises.

(d) Conflict of Interest. No member of the Community Advisory Board shall participate in any proceeding concerning a Beneficiary, a Covered Employer or a Covered Employee, or applicant for waiver or exemption, if the member or any member of his or her immediate family has a direct or indirect financial interest in the outcome of said proceeding.

2.121.080 Enforcement.

(a) Enforcement powers. In order to enforce this Chapter, the Applicable Department may, with the approval and assistance of the City Solicitor, issue subpoenas, compel the attendance and testimony of witnesses and production of books, papers, records, and documents relating to payroll records necessary for hearing, investigations, and proceedings. In case of failure to comply with a subpoena, the City may apply to a court of appropriate jurisdiction for an order requiring the attendance and testimony of witnesses and the productions of books, papers, records, and documents. Said court, in the case of a refusal to comply with any such subpoena, after notice to the person subpoenaed, and upon finding that the attendance or testimony of such witnesses or the production of such books, papers, records, and documents, as the case may be, is relevant or necessary for such hearings, investigation, or proceedings, may issue an order requiring the attendance or testimony of such witnesses or the production of such documents and any violation of the court's order may be punishable by the court as contempt thereof.

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

(c) Investigations and hearings. The Applicable Department shall investigate the complaint, and may, in conjunction with the City Solicitor, and in accordance with the powers herein granted, require the production by the employer of such

evidence as required to determine compliance. Prior to ordering any penalty the applicable Department shall give notice to the employer and conduct a hearing. If at any time during these proceedings, the employer voluntarily makes restitution of the wages not paid to the employee making the complaint and to any similarly situated employees, by paying all back wages owed plus interest at the average prior year Massachusetts passbook savings bank rate, or otherwise remedies the violation alleged if the violation involves matters other than wages, then the Applicable Department shall thereafter dismiss the complaint against the employer.

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

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

(2) Suspension of ongoing contract and subcontract payments;

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

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

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

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

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

(g) Retaliation and discrimination barred. A Covered Employer shall not discharge, reduce the compensation or otherwise retaliate against any employee for making a complaint to the City, otherwise asserting his or her rights under this Chapter, participating in any of its proceedings or using any civil remedies to enforce his or her rights under the Chapter. The City shall investigate allegations of retaliation or discrimination and shall, if found to be true, after notice and a hearing, order appropriate relief as set out in paragraphs (c) and (d) herein

2.121.090 Severability.

In the event any provision of this ordinance shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

2.121.100 Effective Date.

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

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.

NAME OF BIDDER: _____

File No. 5944 Homeless Student Transportation Services for the Cambridge Public Schools –Thursday, October 25, 2012 @ 11:00 AM

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: _____

**City Of Cambridge/Cambridge Public Schools
Articles of Agreement
for Materials, Supplies, Equipment or Services**

Commodity:
File Number:

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

Address:
Telephone:

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.

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 _____.

Contract Value:

Article IV. Payment. The **City of Cambridge/Cambridge Public Schools** 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 of Cambridge/Cambridge Public Schools**, (iv) failure to promptly re-perform within reasonable time the services that were rejected by the **City of Cambridge/Cambridge Public Schools** 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 of Cambridge/Cambridge Public Schools** may terminate the contract upon seven days notice.

NAME OF BIDDER: _____

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

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

Article VIII. Governing laws and ordinances. This Contract is made subject to all the laws of the Commonwealth and the Ordinances of the **City Of Cambridge** 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 of Cambridge/Cambridge Public Schools** security for the faithful performance of this Contract in the amount of 50% 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 of Cambridge/Cambridge Public Schools** may cancel, terminate or suspend the contract in whole or in part for any violation of this article.

Article XI. Assign ability. 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 four other identical instruments set their hands the day and year first above written.

Approved as to Form subject to the approval of the School Committee:

The Contractor:

**Nancy E. Glowa
Acting City Solicitor**

Signature

**Robert W. Healy
City Manager**

Name (printed)

**Secretary of the School Committee
For the Cambridge School Committee**

**Cynthia H. Griffin
Purchasing Agent**

NAME OF BIDDER: _____