File No 5938 A– (Re-bid) Bus Stop and Pedestrian Ramp Snow Clearing Services Western Ave Section Area 1- Monday November 26, 2012 @ 11:00 AM

Invitation for Bid	**If, at the time of the scheduled bid opening, City Hall is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed to the same time on the next normal business day. Bids will be accepted until that date and time.**
FILE NO: 5938A (Re-bid)	
COMMODITY: Bus Stop & Pedestrian Ramp Snow Clearing Services Western Ave Section Area 1	
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**, **November 8, 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 **Monday, November 26, 2012 (rescheduled from Nov 21). 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.5938A**

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 **Bus Stop & Pedestrian Ramp Snow clearing Western Ave Section Area 1 opened at 11:00 a.m. on Monday, November 26, 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:_____

Signature of Bidder _____

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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.

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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.

Signature of Bidder _____

File No 5938 A– (Re-bid) Bus Stop and Pedestrian Ramp Snow Clearing Services Western Ave Section Area 1- Monday November 26, 2012 @ 11:00 AM

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

The undersigned hereby proposes to provide all labor, materials, equipment, transportation and supervision necessary to provide **Bus Stop & Pedestrian Ramp Snow Clearing Services Western Ave Section Area 1** for to the Public Works Department, all in accordance with the attached specifications. The contract will be awarded for a period commencing upon contract execution and ending November 30, 2013.

PLEASE SUBMIT YOUR BID IN DUPLICATE (ONE ORIGINAL AND ONE COPY).

Up to five awards will be made as a result of this formal bid. Prices must remain FIRM during the entire contract period. **A contract will be awarded to the responsive and responsible bidder's offering the lowest price for the Western Ave Section Area 1.**

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 contract. The City will not accept a bidder's terms & conditions.

Questions

Questions concerning this Invitation to 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, November 15, 2012 @ 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.

Living Wage Requirements

The City of Cambridge has a Living Wage Requirement that establishes minimum hourly rates for 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.

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.

Signature of Bidder _____

Quality Requirements

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

Circle Yes or No for each of the following Quality Requirement

Bidder has at least five years experience providing snow plowing and sidewalk clearing services to state or municipal clients.

Yes **No**

Bid Submission Requirements

A copy of current insurance policy.

Bidder must provide names and contact information for at least three public agency clients to which it is currently provides snow plowing and sidewalk clearing services. The City reserves the right to use itself as a reference.

_____

_____

_____

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 snow plowing and sidewalk clearing under its present firm or trade name.

_____

Signature of Bidder _____

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List (up to five contracts) the largest snow plowing contracts for Massachusetts public agencies the bidder has performed in the last five (5) years.

Name of Agency	Contract Year(s)	Contract Value

List the equipment the bidder will provide under the contract. (attach additional sheets)

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

State the name of the bidder's on-site supervisors for the purposes of the proposed contract. Please indicate which, if any, of the snow plowing contracts listed above (largest Mass. public agency contracts of last five years) were managed by the person.

_____

_____

_____

Signature of Bidder _____

SCOPE OF WORK

Overview:

The work covered under this contract will consist of snow plowing, snow clearing, and applying salt/ice melter at bus stops and pedestrian ramps as outlined in these documents. Bus stop and pedestrian ramp snow clearing operations will take place during overnight hours typically between 9pm and 6am, one day to several days after a snow storm has ended and street plowing has been completed, and at the determination of the Commissioner or their designee.

The Contractor will be required to furnishing trucks, front-end loaders, bobcat/skid steer loaders or equivalent sidewalk clearing equipment, and other equipment, as specified herein, suitable for snow plowing and snow clearing, together with the necessary drivers and/or operators for the same, on an hourly rental basis. The work is to be carried out according to these specifications and such instructions as may be issued from time to time by the City.

The Contractor shall furnish trucks and equipment in numbers herein specified or as may be required from time to time for Bus Stop & Pedestrian Ramp snow clearing operations. The Contractor shall furnish with each separate piece of equipment, capable licensed drivers and/or operators in sufficient numbers as to operate the equipment efficiently. The Contractor shall furnish additional drivers to relieve the regular drivers when extended periods of work require. The equipment, before being accepted for actual work, must be in proper mechanical condition, and fully equipped as required, for efficient operation. The equipment must be properly registered and insured in accordance with the laws of the Commonwealth of Massachusetts. The equipment furnished by the Contractor shall be inspected by the Commissioner of Public Works or designee within two weeks of award and again prior to December 1, 2012.

In consideration of the need to reserve equipment, the City will guarantee a minimum payment of $5,000 for each snow season, provided that the contractor performs contract services to the satisfaction of the City. In the event contract costs per snow season exceed the minimum, payment will be for work performed.

Equipment Furnished by the Contractor

The Contractor shall furnish promptly on a rental basis the following equipment as specified, complete with A-frames, hoists, plows and any other devices necessary for the operation of Bus Stop & Pedestrian Ramp Snow Clearing operations for snow clearing. All equipment ordered by the City shall report to the DPW Yard at 147 Hampshire Street, Cambridge or a location designated by the City and ready for operation within ONE HOUR of the time when the order is given to the Contractor by the City or at a time determined by the City. The Contractor shall furnish properly licensed drivers and/or operators to efficiently operate the trucks and equipment and shall furnish all fuel and oil necessary as well as ordinary accessories. The operator shall be required to check in with the City supervisor upon arrival and receive a pre-printed Snow Ticket work slip. **The Contractor shall maintain a supervisor onsite.**

The equipment furnished under the contract must be in accordance with the following specifications and fully comply with any and all applicable Motor Vehicle Laws of the State of Massachusetts including showing a valid Massachusetts State Registration. All equipment must be in excellent condition, smooth running at operating levels, clean inside, out and under the hood, with evidence of proper maintenance and inspection.

The City reserves the right to reject any equipment older than model year 1995. The City further reserves the right to reject any piece of equipment that does not pass City administered inspection and road tests and comply fully with this specification at any time during the term of the contract

The proposal price shall include the cost of furnishing the operator, insurance, repairs, chains, fuel, oil, lubricants, and all other costs related to the operation of the equipment including supervision.

Signature of Bidder _____

The equipment required is listed below. Any additional types of equipment proposed for use under this contract must meet requirements and criteria as herein established and must also be individually approved by the City.

- Two, 2 Axle Truck, 20,000 - 30,000 lb GVW, w/10' Plow & Salt Spreader; 6 Yd Body Minimum (Only if Requested)
- Two, 4 Wheel Drive Pick-up, Min 9,200 lb GVW w/8' Plow
- Two, 2 Axle Dual Rear Wheel (Size comparable to Ford F450 or Equal) w/9' Plow Min
- Two Bobcat/Skid Steer loader. Must Include Blade, Bucket, Brush and Snow Blower.
- Two, Front-End Loader, Minimum 3 cy Bucket w/9' Plow Minimum (1 1/2 cy when requested)
- The bid form also includes an optional line item for two Small Front-end Loaders (size comparable to a John Deere 244J or Cat 906). This item will not be calculated in the bid total for purposes of awarding contracts.

Responsibility for Vehicle Inspection

The contractor accepts full responsibility to provide each vehicle for inspection. The inspection will occur during a several week period designated by the City.

The contractor must schedule the inspection through the Department of Public Works Superintendent-Streets, or his designee. Failure to schedule an inspection shall be deemed to be solely the fault of the contractor. The City will not assume any responsibility or liability of the contractor to have the vehicles inspected.

The vehicles at the time of inspection must fully meet all conditions set forth in this contract. If the equipment does not pass inspection the first time, the contractor may modify the equipment and request a re-inspection or supply another piece of equipment after submitting necessary documentation to the City and receiving authorization. However, in no event will a contractor be given a third opportunity to pass an inspection if either the original or replacement equipment fails the second inspection.

Responsibility for Equipment, Driver and Operator

The contractor must properly maintain, in excellent working condition, the Bus Stop & Pedestrian Ramp Snow Clearing equipment for the entire contract term. The equipment must meet all conditions set forth in the specification of this contract The vehicles must also meet any and all State License, Registration, and Safety requirements.

The contractor must, supply the City a copy of current licenses for all of its drivers/operators, prior to the start of the contract. Upon request by the City, the Contractor shall provide License and Motor Vehicle Registration at anytime during this contract for inspection by the City. The contractor is responsible for supplying a fully qualified, licensed and responsible driver for the equipment. The contractor must supply the name of the driver for each vehicle to the City supervisor overseeing the route.

Responsibility during Snow Season (November 15 through May 15)

The Contractor must maintain a system whereby the City can contact the contractor at a specified telephone for 24 hours, 7 days a week. The contractor must supply at least one telephone number to the City for this purpose.

The Contractor shall report to the Public Works Yard at 147 Hampshire Street, or designated starting location, within one hour after being notified to report or at a time determined by the City and at which time each operator will check in with the City supervisor and will receive a pre-printed Snow Ticket work slip noting the time and equipment number and registration.

Signature of Bidder _____

Equipment ordered by the City will be guaranteed a minimum of four (4) hours per unit, providing the arrival time complies with the one hour time frame or the time determined by the City. For arrival after the specified time, payment will be only for hours worked.

The Contractor must be prepared to start Bus Stop Pedestrian Ramp Snow Clearing operations at the time designated by the City. Failure to start at the specified time shall-be cause for the City to have that route cleared with other equipment or by another contractor and for the contractor to be liable for any additional expenses incurred by the City.

Notify the City if any equipment is out of service. Equipment must be returned to service as soon as possible. The City at the expense of the contractor, may make alternate plans to have the snow cleared or removed from that route until the Contractor notifies the City supervisor that the equipment in back in service.

Once the City has called a Bus Stop & Pedestrian Ramp Snow Clearing operation, the Contractor must:

A. Arrive at the designated meeting point at the designated time.
B. Deliver the appropriate equipment as ordered by the Superintendent of Streets or their designee.
C. Arrive with the vehicles in excellent condition, prepared to work.
D. Provide competent supervisor with a vehicle to coordinate contractor's Bus Stop & Pedestrian Ramp Snow Clearing operations with the Department of Public Works
E. Bus Stop & Pedestrian Ramps should be cleared to the standards set forth in this contract. The Contractor's drivers must meet the City supervisor and hand in a Snow Ticket with Check-in time, checkout time, truck number and other pertinent information

In the event that the Contractor's equipment fails during a Bus Stop & Pedestrian Ramp Snow Clearing operations or a driver and/or operators is unfit to operate the equipment, the Contractor or his representative must notify the City supervisor immediately and have the route covered with the appropriate equipment or operator. If the route is not covered with appropriate equipment or operator within 60 minutes, the City, at the Contractor's expense, may take over completion of the route.

Routes shall not be considered satisfactorily completed unless it meets the standards set forth in the contract, as witnessed and acknowledged by the City supervisor at the final sign off for the run.

If after the final sign off and satisfactory completion of a run, the City determines further clearing due to melting of hard pack is warranted, the contractor shall return with appropriate equipment to complete this additional clean up. The work will meet conditions set forth in the contract and will be paid at the contract rate.

All equipment shall have signage permanently affixed to **BOTH** SIDES of the operator's cab. These signs will be supplied by the City, but affixed by the Contractor, and must be returned at the expiration of the Contract or the cost will be deducted from payments due the Contractor.

Care shall be taken to prevent damage due to the operation of Contractor equipment. The Contractor shall repair or cause to be repaired at its expense any damage to public or private property so caused.

The Contractor shall employ only competent employees to do the work, and whenever the City shall notify the Contractor that any employee on the contract is considered incompetent, disorderly, or otherwise unsatisfactory; such employee shall be replaced and shall not be again employed without the consent of the City.

It shall be the responsibility of the Contractor to direct its operators to check both in and out with the City supervisor. All drivers, operators and other personnel on duty must sign a Snow Operations ticket when dismissed at the end of the operation.

All equipment shall be garaged within thirty (30) miles of Cambridge, Massachusetts.

Signature of Bidder _____

Bus Stop & Pedestrian Ramp Snow Clearing Specifications

A route map is attached. The map will include locations of bus stops along streets to be serviced and will have general locations of ramps to be cleared. The Contractor is to clear snow from all Bus stop locations along the route as described in attachment "A", as well as all pedestrian ramps along the route in all directions of pedestrian traffic flow, and as described in Attachment "B".

The streets from which bus stops and pedestrian ramps are to be cleared include:

AREA 1

- Western Ave
- River St.
- Green St–Western Ave to Sydney St

The City reserves the right to change the route map and list of streets to be cleared at any time.

Bus Stop & Pedestrian Ramp Snow Clearing Requirements

BUS STOPS

- Snow shall be removed from the sidewalk area adjacent to the bus stop in such a manner as to allow clear access from all exits of the bus and onto sidewalk.
- Clear street snow from the curb line for the entire length of the bus stop (sign to sign) or the length of an average bus in the appropriately signed location whichever is greater.
- Snow cleared from the street should be stock piled at the front or rear of the bus stop, or in the closest available parking spot; snow shall never be stock piled in a handicap parking spot or in a crosswalk, or in a manner which blocks the use of a fire hydrant.
- Snow removed from sidewalk areas should be stockpiled in the same areas as the street snow, At no time should snow be placed in the path of travel, or stockpiled in a way that further impedes pedestrian travel, or damages street trees.
- All areas cleared of snow shall be treated with salt or ice melt once cleared.
- At no time will snow be placed in signed/designated handicap parking areas.

Signature of Bidder _____

PEDESTRIAN RAMPS

- Pedestrian ramps shall be cleared of snow in their entirety from level landing area to street, at a minimum of 4 feet wide.
- Ramps shall be cleared in all directions to allow a clear path of travel from sidewalk to sidewalk (refer to attachment "B"), and across all streets.
- Snow removed from sidewalk areas should be stockpiled in open street parking areas, or along curb line areas of adjacent sidewalks. At no time should snow be placed in the path of travel, or stockpiled in a way the further impedes pedestrian travel
- Snow shall be cleared in such a way as to provide a clear path of travel from ramp to ramp on any given corner.
- Ramps that do not line up with sign/painted crosswalks will be cleared in the same manner; at no time should a crosswalk be only cleared to a raised curb line.
- Snow along the curb line of each ramp shall be cleared and stock piled in a similar manner.
- All ramps cleared of snow shall be treated with salt or ice melt once cleared
- At no time will snow be placed in signed/designated handicap parking areas

Report to City supervisor immediately

- If you cannot start plowing at appointed time.
- If equipment breaks down while plowing.
- If any area cannot be plowed and reasons why.
- If vehicles need to be towed.
- Downed power lines or telephone cables.
- If any damage is done to other vehicles or property.
- At completion of route.
- If there are any questions on appropriate locations to stockpile snow.

Completion of Bus Stop & Pedestrian Ramp Snow Clearing Operations

In order to efficiently and expeditiously complete the clearing of snow and ice from Bus stops and pedestrian ramps, it is necessary to establish a completion schedule approved by the Superintendent of Streets or their designee. It is understood that weather conditions, particularly in winter, are difficult to predict, and that each storm has a number of variables; e.g. depth, length of snowfall, falling or rising temperatures, time of day or night, early, mid or late winter, and traffic impact. Nonetheless, some guidelines are necessary. Therefore, it is expected that, in most instances, the Contractor will complete all routes within one hour of the average completion time of city forces. Generally, bus stop and pedestrian ramp operations are completed in the evening, and overnight, when traffic is minimized.

Miscellaneous

Immediately between May 1, and May 15, 2013 the Contractor must return all signage belonging to the City to the Department of Public Works, on Hampshire Street, Cambridge, in good condition except for ordinary wear.

Insurance

The Contractor must provide evidence of insurance covering commercial liability, automotive liability for all vehicles to be used on the contract and worker's compensation.

Signature of Bidder _____

Liability of Contractor

The Contractor shall take all precautions for preventing injuries to persons and property in performing contract work and shall bear all losses resulting from damage the Contractor may have caused in connection with work performed under the contract. The Contractor shall assume the defense of and indemnify and save harmless the City and its officers, agents and servants from all claims relating to work, to injuries or death to any person or injuries or damages to any corporation or property, received or sustained by or from the Contractor and his employees, or his equipment in performing contract work, or in consequence of any improper equipment or labor use therewith; and to any act, omission or neglect by the Contractor or his employees.

Payment

The Contractor shall receive payment for service from the time the contractor's supervisor checks in with the City supervisor. Payment for service will terminate when contractor's supervisor checks out with the City supervisor, or earlier if the operator is not able to be contacted by the City Supervisor. The City reserves the right to hire equipment other than from the Contractor if the Contractor's equipment does not report, ready for service, within one (I) hour of the time ordered. When such equipment, other than the Contractor's is employed, any additional expense shall be borne by the Contractor and shall be deducted from any money due the Contractor.

Equipment ordered by the City will be guaranteed a minimum of four (4) hours per unit, providing the arrival time complies with the contract as specified.

Time lost because of breakdown of the Contractor's equipment will not be paid for by the City.

Invoices must be submitted directly to the Department of Public Works. Each invoice **must** include the following information: Contractor's name, address and telephone number, snow ticket number, number of hours worked, date(s) worked, type of truck or equipment, vehicle registration number and unit price per hour. **A copy of each snow ticket must be included with the invoice.**

In consideration of the need to reserve equipment, the City will guarantee a minimum payment of $5,000 for each snow season, provided that the contractor performs contract services to the satisfaction of the City. In the event contract costs per snow season exceed the minimum, payment will be for work performed.

Signature of Bidder _____

File No 5938 A– (Re-bid) Bus Stop and Pedestrian Ramp Snow Clearing Services Western Ave Section Area 1- Monday November 26, 2012 @ 11:00 AM

BID FORM:

The bidder must provide prices for items 1 through 5. Items will be ordered as needed. Minimum payment on contract $5,000.00 per snow season Quantities listed are for estimating purposes only. The City may require more or less of each item depending on the work required.

AREA 1: Western Ave, River St, Green St–Western Ave to Sydney St

Item No.	Quantity of Equip-ment	Esti-mated # of Hours	Items with Unit Price Written in Words	Unit Price	Item Total
1	2	200	Furnishing 2 Axle Trucks, 20,000 - 30,000 lb GVW, w/10' Plow & Salt Spreader; 6 Yd Body Minimum for BUS STOP AND PEDESTRIAN RAMP CLEARING OPERATIONS, at _____PER HOUR PER TRUCK, FLAT RATE		
2	2	200	Furnishing 4 Wheel Drive Pick-up, Min 9,200 lb GVW w/8' Plow min. including ballast, and mechanically suitable for BUS STOP AND PEDESTRIAN RAMP CLEARING OPERATIONS, at _____PER HOUR PER TRUCK, FLAT RATE		
3	2	200	Furnishing 2 Axle Dual Rear Wheel (Size comparable to Ford F450 or Equal) w/9' Plow Min including ballast, and mechanically suitable for BUS STOP AND PEDESTRIAN RAMP CLEARING OPERATIONS, at _____PER HOUR PER TRUCK, FLAT RATE		
4	2	200	Furnishing Bobcat/Skid Steer loader (Must Include Blade, Bucket, Brush and Snow Blower. _____PER HOUR, FLAT RATE		
5	2	200	Furnishing Front-End Loader, Minimum 3 cy Bucket w/9' Plow Minimum (1 1/2 cy when requested) _____PER HOUR PER FRONT LOADER, FLAT RATE		

BID PRICE-Total Items 1 5: $_____

AREA 1 BID PRICE IN WORDS (1 -5): _____

Option: This item will not be calculated in the bid total for purposes of awarding contracts:

	2	200	Furnishing small Front-end loader (size comparable to a John Deere 244J or Cat 906) _____PER HOUR, FLAT RATE		

Signature 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

Signature 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;

Signature of Bidder _____

(d) Age of the candidate at the time of offense;
(e) Seriousness and specific circumstances of the offense;
(f) The number of offenses;
(g) Whether the applicant has pending charges;
(h) Any relevant evidence of rehabilitation or lack thereof;
(i) Any other relevant information, including information submitted by the candidate or requested by the City.

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

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

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

Revised May 5, 2007

Signature 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.

Signature of Bidder _____

2.112.064 Waiver

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

2.112.065 Applicability

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

In City Council January 28, 2008.
Passed to be ordained by a 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

Signature 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

Signature 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:

(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.

Signature of Bidder _____

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

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

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

(2) work-study or cooperative educational programs;

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

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

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

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

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

2.121.050 Notification Requirements.

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

2.121.060 Duties of Covered Employers.

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

(1) notice of the Living Wage amount;

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

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

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

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

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

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

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

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

(5) a list of all subcontracts either awarded or that will be awarded to Beneficiaries with funds from the Assistance. Upon signing any subcontracts, the Covered Employer shall forward a copy of the subcontract to the Applicable Department.

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

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

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

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

(1) the name of the Applicable Department (awarding agency), the name of the specific program under which the Assistance was awarded, and the origin of funds for Assistance;

(2) a description of the purpose or project for which the Assistance was awarded;

(3) the name, address, and phone number of a local contact person for the Covered Employer;

(4) the total cost to the City of Assistance provided to each Beneficiary, including both face-value of Assistance, as well as revenue not collected as a result of the Assistance.

2.121.070 Community Advisory Board.

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

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

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

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

2.121.080 Enforcement.

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

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

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

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

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

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

(2) Suspension of ongoing contract and subcontract payments;

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

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

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

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

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

Signature of Bidder _____

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

2.121.090 Severability.

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

2.121.100 Effective Date.

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

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

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

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

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

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

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

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

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

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

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

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

Signature of Bidder _____

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

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

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

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

Signature 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 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.

Signature of Bidder _____

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

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

Article IX. Performance Security. Upon execution of this Contract by the Contractor, the Contractor shall furnish to the City security for the faithful performance of this Contract in the amount of __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:

_____

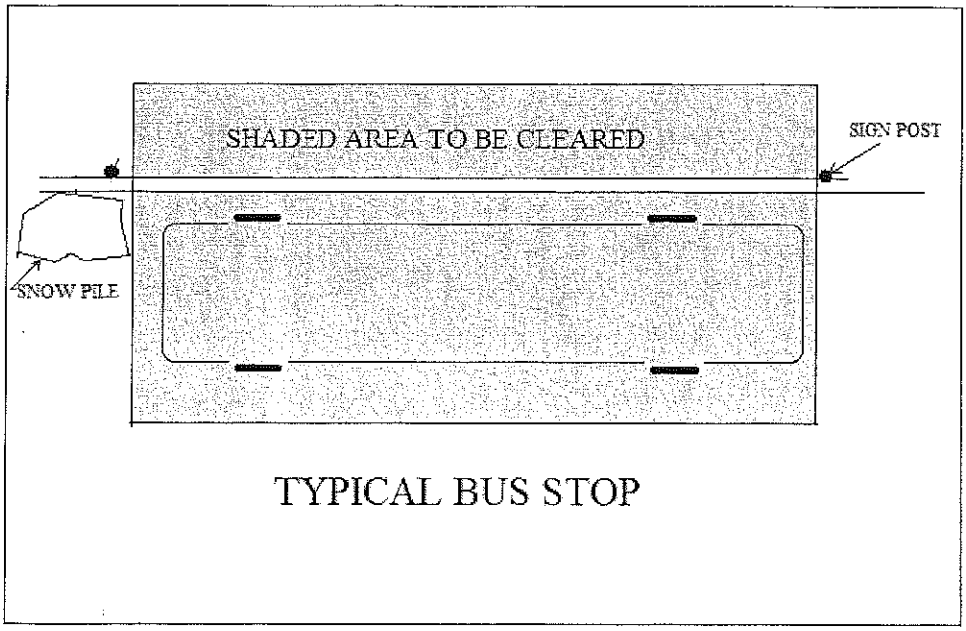
Signature and Title

_____

Cynthia H. Griffin
Purchasing Agent

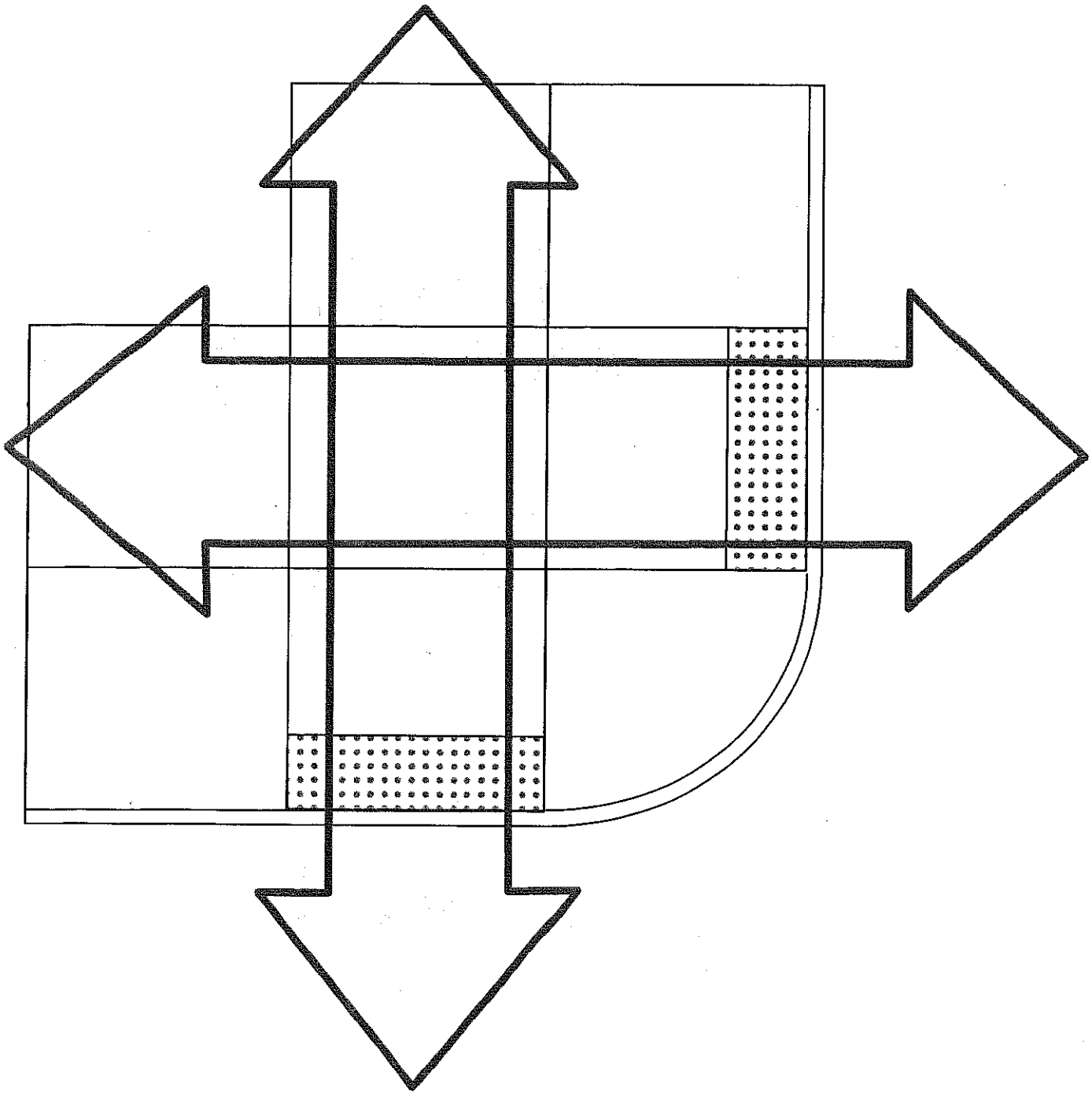
Signature of Bidder _____

Attachment A

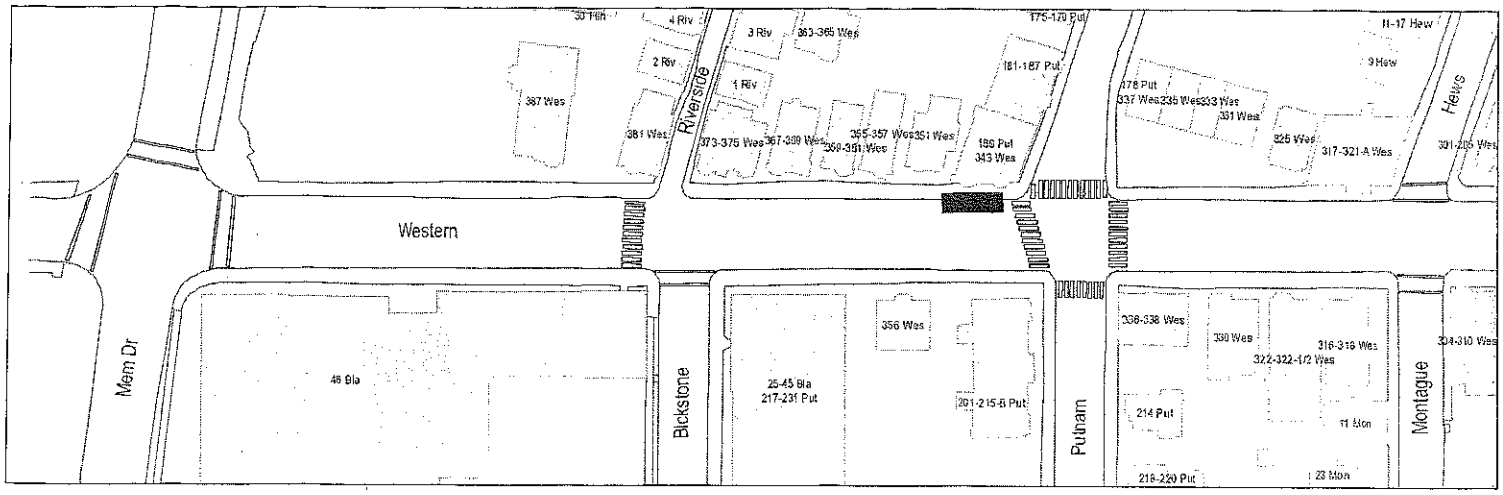


Attachment B

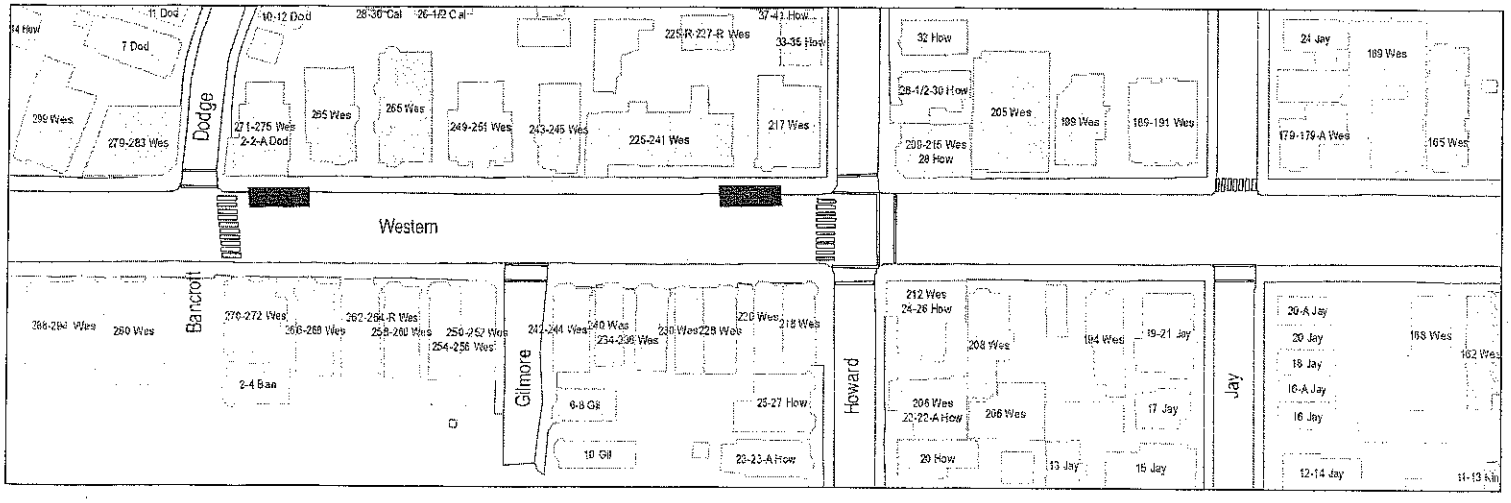
Ramp Clearing Guidelines



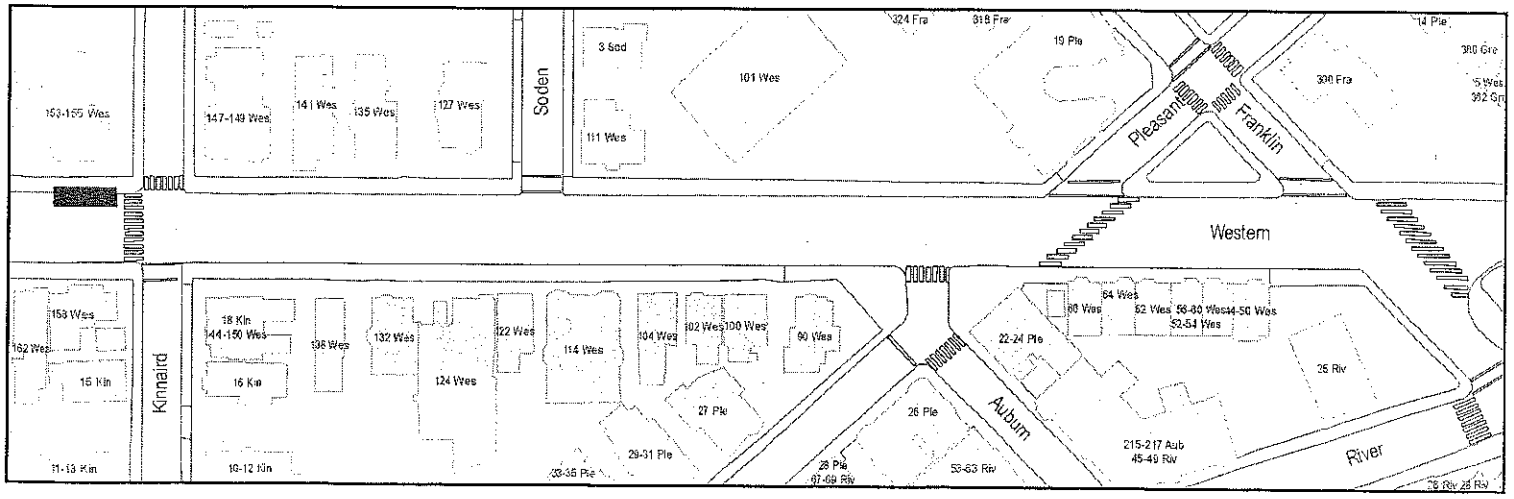
WESTERN AVE 1: MEMORIAL DRIVE TO HEWS



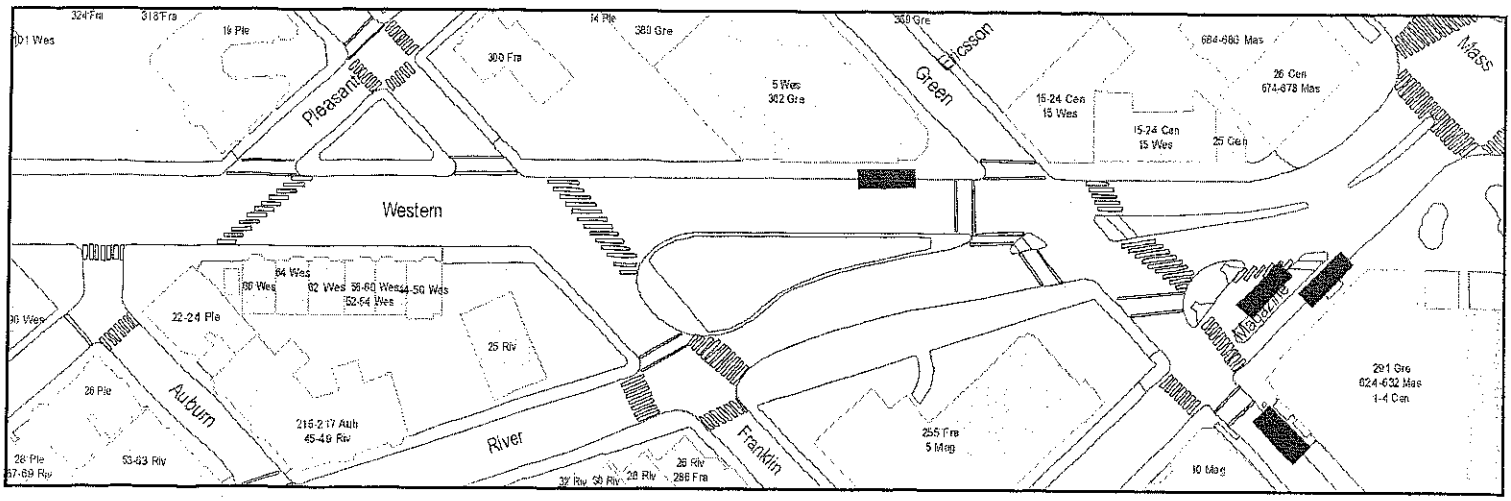
WESTERN AVE 2: DODGE TO JAY



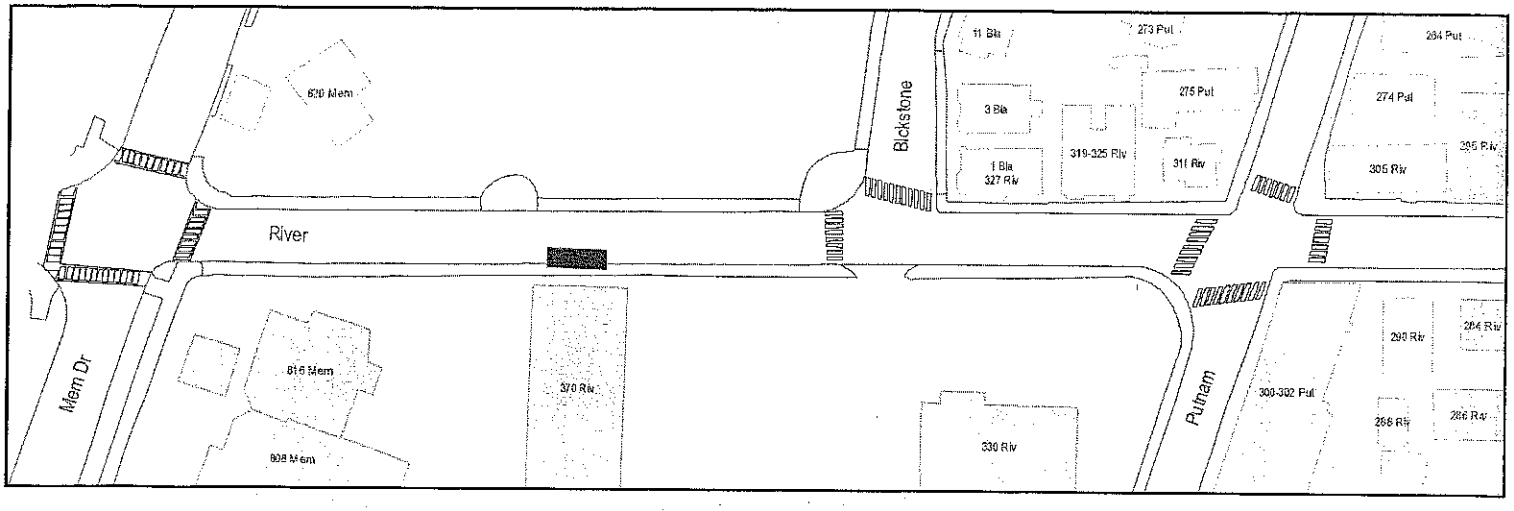
WESTERN AVE 3: KINNAIRD TO FRANKLIN



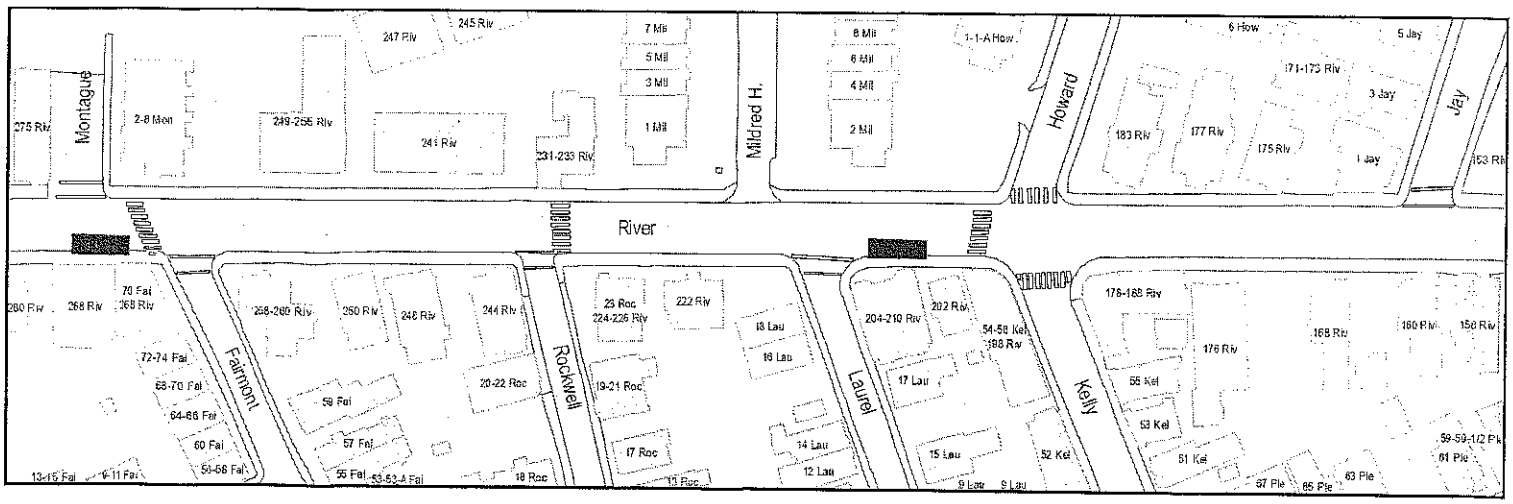
WESTERN AVE 4: AT RIVER



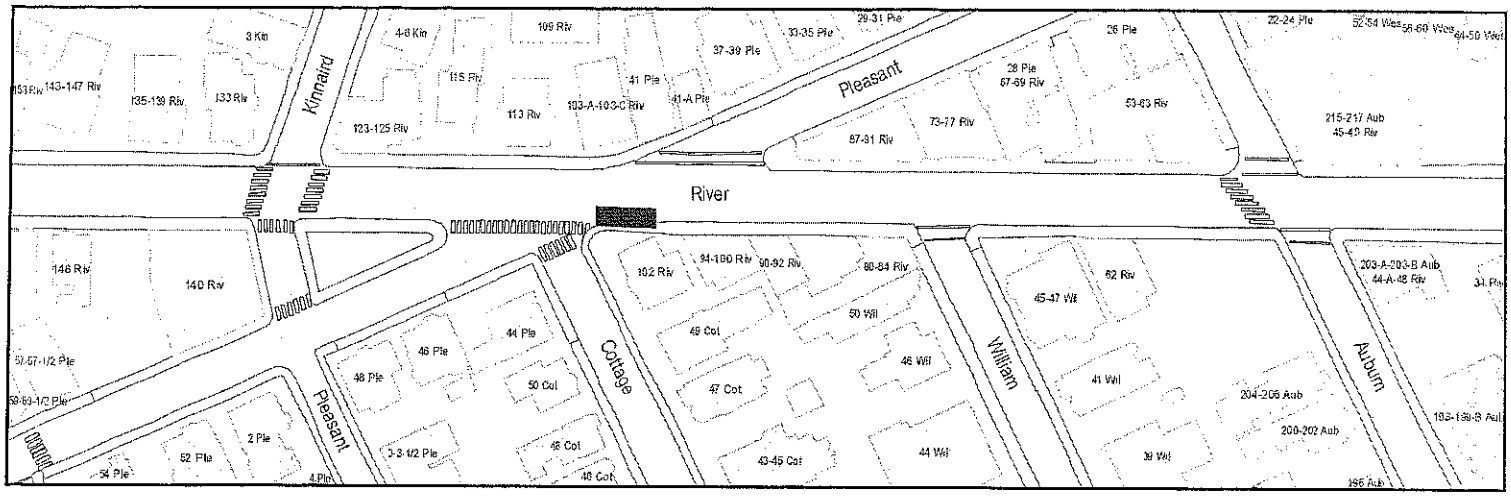
RIVER STREET 1: MEMORIAL DRIVE TO PUTNAM



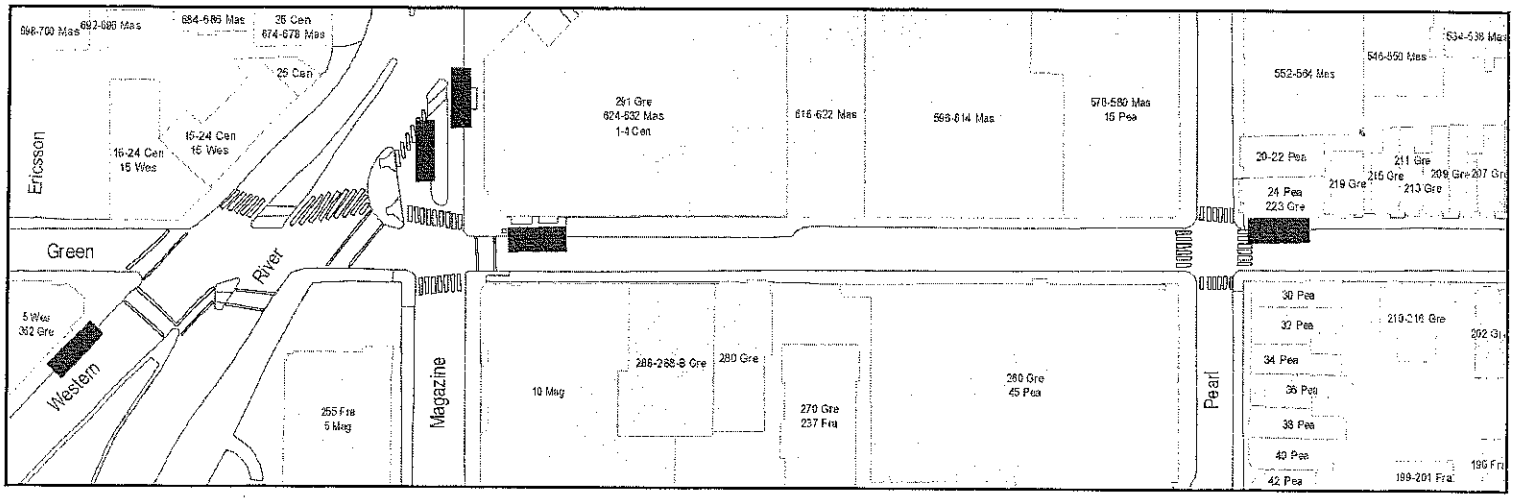
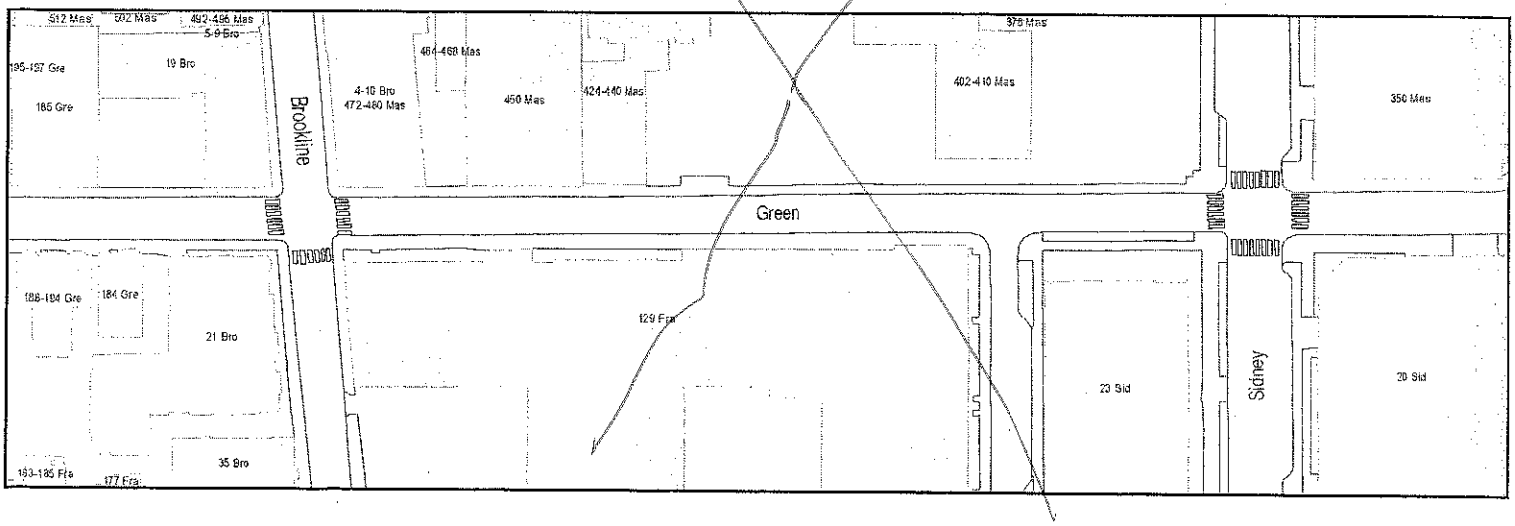
RIVER STREET 2: FAIRMONT TO JAY



RIVER STREET 3: KINNAIRD TO AUBURN



GREEN STREET 1: WESTERN TO PEARL



GREEN STREET 2: BROOKLINE TO SIDNEY