

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:6040	
COMMODITY: Janitorial Services for ten locations including Cambridge Public Main Library, Department of Human Services, Senior Center locations and five branch libraries 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, Mach 7, 2013** 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, March 21, 2013. 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, Bid List, Formal, File No. 6040.**

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 **Janitorial Services for ten locations including Cambridge Public Main Library, Department of Human Services, Senior Center locations and five branch libraries opened at 11:00 A.M. on Thursday, March 21, 2013". 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: _____

Name of Bidder: _____

File No. 6040- Janitorial Services for ten locations including Cambridge Main Library, Department of Human Services, Senior Center locations and five branch libraries- Thursday, March 21, 2013 @ 11:00 AM GENERAL TERMS AND CONDITIONS

LAWS: All deliveries shall conform in every respect with all applicable laws of the Federal government, Commonwealth of Massachusetts and City of Cambridge.

EQUAL OPPORTUNITY: The Vendor in the performance of the contract shall not discriminate on the grounds of race, color, religious creed, national origin or ancestry, age, disability, sexual orientation, marital status, family status, military status, source of income, or sex in employment practices or in the selection or retention of subcontractors, and in the procurement of materials or rental of equipment. The City may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph

TAXES: Purchases made by the City are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax (except for gasoline) and any such taxes must not be included in the bid prices.

QUANTITIES: Unless otherwise stated, the quantities set forth herein are ESTIMATES ONLY. The City reserves the right to purchase the commodity(ies) specified in any amount less than the estimated amount.

BID PRICES: Bid prices shall include transportation and delivery charges fully prepaid to the City of Cambridge destination. Where the unit price and the total price are at variance, the unit price will prevail.

DELIVERY AND PACKAGING: Deliveries must be made in such quantities as called for in the purchase order and in the manufacturer's original packages. All deliveries must be "inside" delivery with no assistance from City personnel. Tailgate deliveries will not be accepted. Rejected material will be returned to the vendor at the vendor's expense.

MODIFICATION OF BIDS: Prior to bid opening, a bidder may correct, modify or withdraw its bid by making the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope indicating that it contains a modification or correction of the original bid submitted for the particular commodity and indicating the time and date of the bid opening.

REJECTION OF BIDS: The City reserves the right to reject any and all bids if it is in best interest of the City to do so.

AWARD OF CONTRACT: Contract(s) will be awarded within forty-five days of the bid opening unless award date is extended by consent of all parties concerned.

INDEMNITY: Unless otherwise provided by law, the Vendor will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees

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

ASSIGNABILITY: The Vendor shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the City.

MATERIAL SAFETY DATA SHEETS: Pursuant to M.G.L. c. 111F, ss. 8, 9, and 10, any vendor who receives a contract resulting from this invitation agrees to submit a Material Safety Data Sheet for each toxic or hazardous substance or mixture containing such substance when deliveries are made. The vendor agrees to comply with all requirements set forth in the pertinent laws above.

Name of Bidder: _____

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

The undersigned hereby proposes to furnish all equipment, labor and materials required for **Janitorial Services for ten locations including Cambridge Public Main Library, Department of Human Services, Senior Center locations and five branch libraries**, all in accordance with the attached specifications.

The cleaning company (Bidder) must not be a franchised owned organization.

The contract shall commence on May 1, 2013 and shall be in effect for a three year period. A contract will be awarded to the responsive and responsible bidder offering the lowest price for the three years not including the alternate locations. Prices must remain FIRM during the entire contract period.

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

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

Mandatory Pre-bid Meeting

There will be a Mandatory Pre-bid conference on **Thursday, March 14, 2013 @ 11:00 AM** located at the Cambridge Public Library, 449 Broadway (Beach Room).. All prospective bidders are required to be present at the Mandatory Pre-bid conference, attendance at which will be recorded by a sign-in sheet. Only those companies recorded as attending the pre-bid conference will be eligible to bid. A tour of the buildings will follow the pre-bid conference.

Questions

Questions concerning this Invitation for Bid must be submitted in writing and **faxed** to the Office of the Purchasing Agent, Cynthia H. Griffin, Fax# 617-349-4008. All questions must be submitted no later than **Friday, March 15, 2013 by 9:00 AM**. An Addendum will be posted to the website to notify bidders of the questions and answers.

Please check the website for Addendums before submitting your bid to the City. Bidders will not be notified individually of Addendums.

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

Performance Bond Requirement

The successful bidder shall provide the City annually with a performance bond securing its satisfactory performance in an amount equal to fifty (50) percent of the annual contract price. The performance bond shall be issued by a surety authorized to do business under the laws of the Commonwealth of Massachusetts and shall be in a form acceptable to the City.

All bids must be accompanied with a commitment letter from a surety confirming bidders ability to secure a 50% Performance Bond. The surety shall be authorized to do business under the laws of the Commonwealth of Massachusetts.

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, 2013 is \$14.51 per hour. The Living Wage Requirements are attached. The living wage requirement of \$14.51 will be in effect for the life of the contract.

Name of Bidder: _____

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 for Bid will be open for inspection by any person and in accordance with the Massachusetts Public Records Laws.

Insurance Requirements

Worker's Compensation.

Before commencing performance of the Contract, the Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits 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.

Additional Insured. Each policy must list the City of Cambridge 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 City Manager, City of Cambridge, City Hall, 795 Massachusetts Avenue, Cambridge, MA 02139 and, at the option of the Contractor, any other City official permitted by law to receive notice.

Waiver of Subrogation. The Contractor and all Subcontractors waive subrogation rights against the City for all losses.

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

Policies and Limits. The insurance required shall include all major divisions of coverage and shall be on a commercial general form basis including Premise and Operations (including X-C-U), bodily injury (including death); broad form property damage (including completed operations) including injury to/or destruction of tangible property, including loss of use therefrom; personal injury; Owner's Protective (as a separate policy), and Owned, Non-owned, Leased, and Hired Motor Vehicles, fire, crime, and applicable worker's compensation and employers' liability insurance. 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	\$500,000
Aggregate	\$1 Million
Commercial Liability	
General Aggregate	\$1 Million
Products Completed Operations	
Aggregate	\$500,000
Personal Injury and Advertising Limit	\$500,000
Each Occurrence	\$500,000
Automotive-for all owned, non-owned, hired and leased vehicles	
Combined single limit	\$500,000
or	

Name of Bidder: _____

Bodily injury-	each person	\$100,000
	each accident	\$500,000
Property damage-	each occurrence	\$500,000
Crime		\$500,000
Umbrella		
	Combined single limit	\$500,000
	General aggregate	\$500,000
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** as a named insured. Evidence of such excess liability shall be delivered to the **City** in the same form and manner as the required insurance policies.

Amendment of Insurance Requirements.

The **City** 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** 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** and confirming the insurance coverage required herein are attached to the Contract. The **City** 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** within five (5) business days after presentation of the Contract to the Contractor for execution.

Endorsements

The **Contractor** shall furnish to the **City** copies of any endorsements that are subsequently issued amending limits of coverage.

Locations, Schedules and Contact information

Cleaning schedules may be subject to change only if approved by the City.

Location One on price proposal

Manager	Daily Contact	Location	Cleaning hours
Warren Pearson (P) 617-349-4438	Warren Pearson (P) 617-349-4438	Main Library 449 Broadway	See specifications

Location Two on price proposal

Paul Lyle (P)617-349-4852	Don Hockman (P) 617-349-6053	Senior Center 806 Massachusetts Ave.	Monday through Friday 11:00 PM-3:00AM
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Location Three on price proposal

Paul Ryder (P) 617-349-6229	Adam Corbeil 617-349-6280	DHSP Site Community Learning Ctr. 5 Western Ave	Monday through Friday 11:00 PM-3:00AM
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Location Four on price proposal

Paul Ryder (P) 617-349-6229	Adam Corbeil 617-349-6280	DHSP Site Community Learning Ctr Multi Service Ctr for Homeless 5 Western Ave	Monday through Friday 11:00 PM-3:00AM
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Location Five on price proposal

Paul Ryder (P)617-349-6229	Adam Corbeil 617-349-6280	North Cambridge Senior Center 2050 Mass. Ave.	Monday through Friday 10:00 PM-6:00AM
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Location Six on price proposal

Warren Pearson (P) 617-349-4438	Lynsday Forbes	O'Neill Library 70 Rindge Ave.	Tue and Thursday after business hours
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Location Seven on price proposal

Warren Pearson (P) 617-349-4438	Joe Logue 617-349-4021	Collins Library 64 Aberdeen Ave.	Tue and Thursday after business hours
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Location Eight on price proposal

Warren Pearson (P) 617-349-4438	Linda Haines (P)617-349-4017	Boudreau Library 245 Concord Ave	Tue and Thursday after business hours
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Location Nine on price proposal

Warren Pearson (P) 617-349-4438	Yan Qu 617-349-4019	O'Connell Library 48 Sixth St..after	Wed and Friday after business hours
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Location Ten on price proposal

Warren Pearson (P) 617-349-4438	Ardemis Kilroy 617-349-4015	Valente Library 825 Cambridge St.	Wed. and Friday after after business hours
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Name of Bidder: _____

**General Conditions, Cleaning Standards and schedule of Cleaning
Cambridge Public Main Library at 449 Broadway Cambridge
(Location One on Price Proposal)**

An estimated 100,000 square feet (sf). of cleanable floor space and vertical/horizontal surface areas must be maintained in first-class condition. The Cambridge Public Library (CPL) at 449 Broadway, Cambridge, MA consists of a historic building of roughly 25,000 sf, and a multi-leveled addition of around 76,000 sf with several different functional areas which includes open library areas, stacks, computer commons and classroom, a large meeting/auditorium with seating for 220 and a small 60-person meeting room, several quiet study rooms, staff offices and lounge space, as well as public and private restrooms. Included in this contract is a portion of the underground 70-car parking garage (the public entrance area – roughly 800 sf of broom finished concrete.) There are several different flooring and wall finishes in the library whose square footage breaks down as follows:

<u>Flooring</u>		<u>Walls (other than those painted)</u>	
Oak	7,020 sf	Wood panels	8,200 sf
Maple	3,450 "	Ceramic tile	5,000 sf
Bamboo	9,400 "	Glass windows	9,900 sf
Terrazzo	3,600 "		
Ceramic tile	250 "		
Porcelain tile	3,900 "		
VCT*	18,850 "		
Rubber	2,450 "		
Carpet	13,800 "		
Bluestone	450 "		
Quartzite	2,500 "		
Cocoa Mat	600 "		
Metal Grille	150 sf		

Please note: Refer to attached floor plans for locations of various floor and wall finishes. **See f Attachment**

* VCT is Vinyl Composition Tile

General Conditions

It is the intent of these specifications to document all services, supplies and equipment required to clean and keep clean all areas not specifically excluded. It is not represented that the following is a complete list of operations to be performed, but it is understood that all items not listed, but required to properly clean and maintain the facilities at a "High Standard of Cleanliness", shall be included as well as those enumerated in detail.

Contractor's employees shall report daily, through their supervisor, all conditions not included in the contract, requiring attention of the owner such as broken fixtures, leaking pipes, defective electrical equipment, etc. Unusual conditions shall also be reported, such as unlocked doors, non-routine occupancy, etc.

Equipment and materials are to be supplied by the Contractor, except as noted herein. All vacuum cleaners are required to have HEPA filters and all cleaning products must be US Green Sealed cleaning products.

Payment of State, Federal and FICA taxes are the responsibility of the Contractor.

Detailed Billing/ Invoice(s) Contractor shall invoice to the Facilities Manager at the Cambridge Public Library monthly for services rendered under the provisions of this contract. Invoicing after each month's service shall be no later than the 10th of the month following the work period.

All invoices shall be sent to the Cambridge Public Library, 449 Broadway, Cambridge, MA 02138, attention: Facilities Manager.

Extra work, supplies and or project cleaning shall be invoiced separately with time sheets. All extra work must be authorized in advance by the Facilities Manager.

Name of Bidder: _____

Performance Contractors are expected to maintain an overall cleaning performance level at or above the standards listed. The cleaning standards outlined in this IFB are the minimum acceptable level of performance. Library staff inspections will be based on the standards listed. Failure of the contractor to meet an acceptable performance level at any time during the contract period may result in the contractor being placed on probation or in cancellation of the contract.

Labor/Full-time Contractor shall provide an adequate number of competent, properly trained personnel with qualified supervision to provide the services required at all times. Contractor shall provide all personnel with a complete set of specifications and cleaning schedules to ensure all required services are completed. Any Contractor's employee whose employment or performance is objectionable to the City shall be immediately removed from this Contract.

Contractor shall insure satisfactory security clearance for all employees who will perform work on the premises. Employees who are "not a United States citizen or have not been granted status by the United States government as a permanent resident alien" will not be allowed to work at this facility.

All Contractor employees shall be required to comply with the work rules established for the facilities to be cleaned; and, are required to wear a shirt, blouse or smock indicating the company name or logo in print -large enough to be easily read; and be required to wear safety shoes and other appropriate gear.

Equipment All tools or equipment required to carry out the operations within the scope of this contract shall be provided by the contractor, and shall meet the standards of the Federal Occupational Safety and Health Act and Commonwealth of Massachusetts Safety Codes. All vacuum cleaners must utilize HEPA filtration.

Security An approved form of Contractor ID must be visibly worn by Contractor staff at all times while on the premises. The Cambridge Public Library - its furniture, equipment and contents are protected by a monitored security system. Entry to the building is gained through the front door and/ or the garage ramp and overhead roll-up gate. Access through both is gained through use of a plastic card swipe which is electronically identified and monitored. Once the building is entered, and within a defined number of seconds, a unique and identifiable code number must be entered into the security keypad in order to deactivate the building alarm. The Contractor will be assigned a card and ID code by the Library Facilities Manager, and will be responsible for accessing the building, securing the building during his shift and returning the building to an alarmed-secured condition at the end of his shift.

The Contractor shall be responsible for use of all access cards and/or keys issued. Under no circumstances shall Contractor's employees admit anyone to areas controlled by an access card or key in their possession. All doors and windows shall be closed and locked upon completion of cleaning operations. All areas shall be double-checked by the on-site cleaning supervisor at end of shift to verify the areas are secured. The Contractor shall not duplicate any keys under any circumstances.

Any lost access cards or keys, or need for additional access cards or keys, shall be promptly reported to the Facility Manager.

To avoid the possibility of tracing lost keys to the premises, the Contractor shall not leave the premises with access cards or keys.

Contractor employees shall not disturb papers or personal effects on desks, open drawers or cabinets, use telephone, computer equipment, radio or television sets, or tamper with other personal or City property.

Name of Bidder: _____

Energy Conservation Contractor shall use energy conservation measures for lighting. Only those lights necessary for cleaning in the areas where Contractor's employees are working shall be illuminated. All lights should be turned off upon completion of cleaning operations in the area.

Inspection The Library Facility Manager or his/her designee will conduct periodic inspections of the work. Inspections can occur weekly or on a daily basis depending on any issues that arise with the quality of the work. The Contractor's Supervisor shall be available upon request, for joint inspections with the Facilities Manager. The Contractor's Supervisor is required to perform and record nightly inspections utilizing an approved checklist for all areas and must leave the inspection form for the Facilities Manager to view the next morning.

Extra Work or Project Cleaning Work not considered to be routine, not done on a regular schedule, and not considered under the Special Cleaning section of this contract shall be considered extra work. Extra work shall be performed by the Contractor only at the request and prior approval of the Facilities Manager. Extra work and project cleaning shall be at the hourly rate established by contract, which includes overhead, profit, equipment and supplies. (note Unit price and alternates requested on bid.

Special Cleaning Floors in heavy traffic areas (identified herein below) require daily vacuuming, wet mopping, spot cleaning and/or spray buffing. Spot clean glass, walls, & doors. Inspect, monitor and restock all supplies within restrooms. This shall be done to maintain the building at a high standard of cleanliness.

Materials And Supplies The City shall provide paper products, hand soaps, plastic trash can liners, feminine products and dispensers for those products. All other materials and supplies required to carry out the cleaning operations within the scope of this contract shall be provided by the Contractor, and shall be Environmentally Preferable. Environmentally Preferable cleaning product lines must meet the following criteria: the chemicals contain no carcinogens, ozone-depleting substances, formulations with excess phosphate concentrations and volatile organic compounds. Proposed products must be submitted to the City for acceptance before utilization in the facility. For more information regarding Environmentally Preferable products contact: www.state.ma.us/osd/enviro/products/cleaning.htm. All cleaning products used shall have MSDS sheets (provided by the Contractor in a binder) on file with the Facilities Manager.

Work Schedules Cleaning must be performed between the hours of 11:00 p.m. through 3:30 a.m. except when delayed by a scheduled City Event. Prior Notification of such events will be given by the City in order for the contractor to make adjustments to schedules.

1. Monday through Saturday
Additionally, during the City's 13 days that are observed as holidays, no services are required.

The Library Areas requiring cleaning are Identified by location as follows:

In the "Glass" (New) Building

Main Entrance Lobbies – Ground floor
Charging and Returns Desks “

New Books / Magazines “

Mezzanine Stacks - 1st Floor and Basement Mezz.

Mezzanine Level Staff Offices, and
Delivery Room – Basement Mezz.

1st floor

Research and Cambridge History - 2nd Floor
Lower level Staff Offices

Large and Small Meeting Rooms – "L2 Basement"

Silent Study and Meeting Rooms – 1st and 2nd floors

In the "Stone" (Historic) Building

Reading Room – 1st floor

Sakey Room “

Information Commons “

Computer Classroom “

Teens “

Quiet, Silent Study and Meeting Rooms -

Children's Services - 3rd floor

The above listed Library Areas , requiring cleaning, are grouped as follows:

Public Area

Entrance Lobbies, stairs, & elevators
New Books / Magazines,
Reading, Computer Classroom, Teens
Mezzanine stacks and Sakey Room
Children's Services, Stacks, Activity rooms,
and Work room

Library Staff Areas

Lower Level Offices, stairs, and ramp
Checkout and Returns Desks
Historic stairs to mechanical room
Research, Cambridge History and
Stacks

Meeting Areas

Large, 220 seat Meeting Room
Small Meeting Room
New and Historic Glass Meeting Rooms
Quiet and Silent Study Rooms

Kitchen and Lounge Area

Staff Lounge/Kitchen
Vending Machines – Public and
Staff
Café ("Glass" – 1st floor)

Restroom Areas

Public restrooms
Staff restrooms

“

Cleaning Standards

The contractor shall agree to meet the following cleaning standards when performing the cleaning schedule outlined in this IFB. These cleaning standards shall be used to assess the quality of cleaning performance of the contractor during inspection(s).

Name of Bidder: _____

All Public, Library Staff, Meeting, and Kitchen Areas

Mats and Carpet - Shall be free of spots, stains, gum, dirt and debris without causing damage. They shall appear visibly and uniformly clean. Adjoining walls, doors and floor surfaces shall also be free of dust, soil and cleaner residue.

Glass, Plastic Laminate and Metal Surfaces - Shall appear streak-free, film-free and uniformly clean. This shall include the elimination of dust, accumulated dirt and soil from sills, ledges and heat registers.

Corners/Thresholds - Shall be free of dust, dried-soil, accumulated dirt, finish build-up and debris. These areas shall appear visibly and uniformly clean. This shall include the elimination of cleaner residue and dried-slurry.

Floors - Shall be free of dust, dried-soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of slip-resistant seal and finish applied that result in a consistent high-shine. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

Walls, Shelving, End Panels, Shelving Tops, Chairs, Tables, Furniture and Fixtures - Shall be free of dust, dried-soil and stains without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of finger prints, film, streaks or cleaner residue.

Lockers - Shall be free of dust, bacteria, soil, cleaner residue and soap film without causing damage. They shall appear visibly and uniformly clean, polished-dry. This shall include the elimination of streaks, embedded soil, film and water spots.

Trash, Recycling Bins - Trash and Recycle bins are to be checked daily and emptied (Note alternate bid request.) Their surfaces shall be cleaned, free of dust, dirt and be free of cleaner residue, streaks and film.

Restroom Areas

Special Note: Maintaining a sanitary restroom environment that minimizes the possibility of cross-infection, is considered of the highest priority! Sanitation levels shall be closely monitored by inspection.

Dispensers, Hand Dryers and Hardware - Shall be free of dust, dried-soil, bacteria and soil without causing damage. These surfaces shall appear visibly and uniformly clean and disinfected. This shall include the elimination of film, streaks, and cleaner residue. Soap should run freely and dispensers should be cleaned of hardened or clogged soap. Dispensers shall be refilled when required with proper expendable supply item.

Changing Tables - Shall be free of dust, soil, debris and bacteria without causing damage. The units, in both the open and closed position shall appear visibly and uniformly clean, disinfected, and stain-free. They shall smell clean and fresh. Any graffiti is required to be reported to the Library Facilities Manager or his/her designee.

Sinks - Shall be free of dust, bacteria, soil, cleaner residue and soap film without causing damage. They shall appear visibly and uniformly clean, and polished-dry. This shall include the elimination of streaks, embedded soil, film and water spots.

Mirrors - Shall be free of dust and soil. Mirrors and surrounding metal framework shall appear streak-free, film-free and uniformly clean.

Toilets and Urinals - Toilets, toilet seats and urinals shall be free of dust, bacteria, soil, organic matter, cleaner residue and scale without causing damage. These fixtures shall appear visibly and uniformly clean, disinfected and polished-dry. This shall include the elimination of streaks, film and water spots.

Partitions - Shall be free of dust, soil and graffiti without causing damage. Partitions shall appear visibly and uniformly clean, disinfected and polished-dry. This shall include the elimination of streaks and film.

Any graffiti is required to be reported to the Library Facilities Manager or his/her designee..

Floors - Shall be free of dust, dried-soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of slip-resistant seal and finish applied that results in a consistent high-shine. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

Waste and Recycling Containers - Contents shall be removed from waste and recycling containers and can liners replaced. Inside and outside of the container shall be cleaned and disinfected. Containers will be wiped clean and shall appear visibly and uniformly clean. This shall include the elimination of streaks, foodstuff and the presence of an offensive odor emitting from the container.

Walls, Doors and Cabinetry - Shall be free of dust, soil, spots and stains without causing damage. These surfaces shall appear visibly and uniformly clean and disinfected. This shall include the elimination of film, streaks and cleaner residue. Ceramic walls and wainscots metal kick plates, handles and push plates on doors shall also be polished-dry. Ceramic tile grout shall be kept clean.

Floor and Baseboards – Same as Floors above. In addition, floors and cove bases shall appear visibly and uniformly clean and disinfected.

Air Vents - Shall be free of dust and soil. This also pertains to air distribution units and exhaust vents. They shall appear visibly and uniformly clean. Caution is to be taken to protect vents and components.

Light Fixtures - Shall be free of dust and soil without causing damage. Diffusers shall remain in proper position, and appear streak-free and uniformly clean.

Windows Sills and Other Glass Surfaces

Window sills, blinds and framework shall be free of dust and soil without causing damage. They shall appear visibly and uniformly clean. All glass entry doors, both exterior and interior and mirrors in rest rooms shall be cleaned including the elimination of streaks, film and cleaner residue.

Miscellaneous Locations

Air Vents - Shall be free of dust and soil. This also applies to air distribution units and exhaust vents, and they shall appear visibly and uniformly clean.

Light Fixtures - Shall be free of dust and soil without causing damage. Diffusers shall remain in proper position, and appear streak-free and uniformly clean. Insets shall be vacuumed from chandeliers in stone building not less than twice per year

Schedule of Cleaning

In order to ensure a high standard of cleanliness the following requirements are mandatory specifications, representing the basic frequency of cleaning required. It is intended that the Cambridge Public Library shall be clean and presentable to the public and library staff seven (7) days a week.

The Janitorial Services that will be required and the number of times that these services must be preformed are herein below specified:

1. Mandatory Six Days-a-week cleaning requirements (This requirement reduces to five days when the Library is not open on Sundays for roughly 21 weeks from May to October.)
2. Mandatory Once-a-week cleaning requirements
3. Mandatory Once-a-month cleaning requirements
4. Mandatory Quarterly cleaning requirements
5. Mandatory Semi-Annually cleaning requirements
6. Mandatory post-event cleaning of the Performance Space on Level L2 – twenty (20) scheduled events

1-Six days-a-week mandatory cleaning requirements

Public Areas(includes all meeting and study rooms except those on L-2)

Vacuum all mats and main entrance carpeting
Thoroughly clean floors and stainless steel and plastic laminate walls of three elevators
Clean glass doors and spot-clean all glass surfaces to 7'-6" height
Damp-wipe all tables & chairs
Remove all trash to appropriate containers/locations
Remove all recycling to appropriate containers/locations
Remove any/all accumulated debris
Replace can liners as needed- black bags for trash and clear for recycling
Empty and damp -wipe waste /recycle containers
Spot clean wall surfaces and doors
Damp wipe / polish drinking fountains

Library Staff Areas (not including Executive Offices and Trustees Conference Room)

Remove all trash and waste receptacles to appropriate containers/locations
Remove all recycling to appropriate containers/locations
Remove any/all accumulated debris
Replace can liners as needed
Damp-wipe waste /recycle containers
Spot clean wall surfaces and interior partitions
Damp wipe / polish drinking fountains
Spot clean interior doors

Restrooms

Empty waste / recycle / sanitary containers
Damp wipe/disinfect waste containers
Replace can liners
Refill/unclog soap dispensers

Clean/disinfect/wipe dry countertop and shelves
covers
Clean/disinfect changing tables
Clean/disinfect toilets and seats
Clean/disinfect sinks, and slop sinks
Clean/disinfect urinals
Damp clean mirrors, fixtures and furniture

(Restrooms continued)
Spot clean walls
Spot clean doors
Spot clean push and kick plates, polish dry

Dust mop window sills and heating unit

Wet mop/disinfect floors
Spot clean toilet partitions
Damp wipe/disinfect drinking fountains

Kitchen*and Lounge Areas

Remove all trash to appropriate containers/locations
Remove all recycling to appropriate containers/locations
Remove any/all accumulated debris
Replace can liners as needed

2. Once a week mandatory cleaning requirements - Additional to / beyond daily requirements

Public Areas

Remove cobwebs
Dust baseboards and flat surfaces
Dust all wall fixtures and furniture
Wash stainless, aluminum surfaces
Clean and spray buff vinyl and rubber floors
Clean and buff wood floors

Clean and polish drinking fountains
grilles
Dust all exposed horizontal surfaces except
book shelves and other units containing
Library collections

Restrooms Areas

Acid clean and de-scale urinals
Acid clean and de-scale toilet bowls
Damp wipe metal partitions
Clean/Wash shower stalls
Damp wipe and polish ceramic tile walls
Damp wipe/ polish dry handles, push, kick
plates
Damp wipe return air grilles and door

Kitchen and Lounge Area

Clean / disinfect tables
Spot clean chairs as needed
Damp wipe ledges
Damp wipe equipment/furniture
Empty waste containers (once per shift, more often if needed)
Damp wipe waste containers
Dust / Damp-mop floors

Library Staff Areas – to be done on Friday evening.

Dust all exposed horizontal surfaces except book shelves
and other units containing library collections
Dust all furniture desks/tables
Dust accessible window ledges

Dust and/or damp wipe vacant

Damp wipe interior doors and door knobs

Dust / wet-mop / clean hard floor surfaces
partitions
Dust return air grilles and door grilles
Vacuum all carpeting/remove stains
Buff vinyl and rubber floors

Damp wipe metal, vinyl surfaces on
Damp wipe waste and recycle containers
Dust and Vacuum chairs
Dust and Damp-wipe and polish furniture

Kitchen and Lounge Area

Completely wash all tables and chairs
Damp wipe all fixtures and Vending machines
Damp wipe waste containers
Dust and Damp wipe and polish furniture

Clean all glass to 7'-6"
Buff vinyl floors

3. Once a month mandatory cleaning requirements – in addition to the requirements above

Public and Library Staff Areas

Polish all wooden furniture
Vacuum all partitions
Damp wipe all partition tops
Vacuum behind PC monitors on desks, and around cables on the floor.
De-lime water fountains and clean outside of fountain cabinet
Remove ceiling cobwebs
Vacuum and wash lighting grills
Vacuum and dust all window sills

4. Quarterly (Once Every Three Months) mandatory cleaning requirements

All Areas

Strip and wax vinyl floors - requires special scheduling with the Facilities Manager
Deep shampoo all carpets - requires special scheduling with the Facilities Manager
Vacuum and dust all blinds
Dust all up lighting fixtures
Vacuum ceiling vents and registers
Vacuum all fin tube radiation and mechanical grill-work / registers

**5. Semi Annually Mandatory Cleaning Requirements (Once Every Six Months)
(these all require special scheduling with the Facilities Manager.)**

All Areas

Resurfacing hard floor surfaces according to Manufacturer's instructions
Hard wood and Bamboo floors
Strip and seal ceramic tile floors and cove base
Strip, seal and wax vinyl and rubber floors and cove base - according to Manufacturer's instructions
Wash all interior windows

6. Twenty(20) times during a contract year Cleaning Requirements for the Performance Space

Performance Space (on level L2) after each of twenty(20)scheduled events

Vacuum seat, seat backs and arms of each individual seat
Dust and sanitize arms of each individual seat
Dust wood walls and vertical risers (to 8'-0" above finished floor)
Vacuum floor surfaces
Polish wood floors
Polish hand rails

Name of Bidder: _____

**Problems That Must Be Brought to the Attention of the Library's Facilities Manager or
His/Her Designee:**

- Safety hazards
- Plumbing or HVAC leaks
- Cracked or broken glass
- Ceiling tiles--broken, stained, dirty
- Loose or stained carpet
- Loose or 'wobbly' furniture
- Storage problems
- Light fixtures lenses broken or yellowing
- Burned out light bulbs
- Areas needing paint
- Graffiti

End of this Section

General Conditions, Cleaning Standards
Community Learning Center
Multi Service Center for Homeless
Senior Center's
Five Branch Libraries

1. The City shall provide paper products, hand soaps, plastic trash can liners, feminine products and dispensers for those products. All other materials and supplies required to carry out the cleaning operations within the scope of this contract shall be provided by the Contractor. The City requires U.S. Green Seal Certified environmentally friendly cleaning products. The City reserves the right to request the contractor to change the type of stripper and wax used if it deems a change is appropriate.
2. DHSP Sites and Senior Center Trash Removal and Recycling Materials, the contractor may dispose trash in the City toter behind the Senior Center, 806 Mass. Avenue for the Department of Human Services locations and the Senior Centers only. The recycling materials shall be disposed of in the toter marked recycling located inside the buildings. The contractor will be responsible to remove all trash and recyclables and legally dispose off site for the Five Branch Libraries (see Five Branch Libraries detailed specifications).
3. Alarm System, Security.
The City will provide the contractor instructions for setting alarms (arm and unarming alarms) for each building. The contractor will be responsible to set alarms in accordance with detailed instructions that will be provided to the successful bidder. The City of Cambridge Police are notified each time a alarm is not set in a building or is set off accidentally. If the contractor continues to set off the alarm or fails to set the alarm the City of Cambridge Police Dep. will enforce a monetary fine, which will be the responsibility of the Contractor to pay. During the course of the work the Contractor shall keep all exterior doors locked when the building is unoccupied and shall be responsible for locking the doors of the building or any portion or portions of the building at times other than where they are in normal use.
4. Protection of Property
All premises shall be kept free from all unauthorized or objectionable persons.

The Contractor shall leave all furniture, equipment, etc., in rooms and other places where work is done, in the same position and condition in which he/she finds it.

Any City property damaged by the Contractor while carrying out the provisions of this contract shall be restored to its original condition by and at the expense of the Contractor.

The City shall hold the Contractor responsible for any City property that is lost or stolen during the execution of the work.
5. Emergency Contact phone number- Janitorial or Cleaning Company will provide an emergency telephone number for emergency or significantly unusual circumstances. An answering service will be acceptable in conjunction with the direct telephone number of the Supervisor and Manager.
6. Contractor employees will wear readily identifiable uniforms and photo ID cards while carrying out this service contract.
7. Use of office telephones and computers is strictly prohibited.

Name of Bidder: _____

File No. 6040- Janitorial Services for ten locations including Cambridge Main Library, Department of Human Services, Senior Center locations and five branch libraries- Thursday, March 21, 2013 @ 11:00 AM

8. All equipment used and operated within the building will be kept in a safe and serviceable condition at all times and will comply with the Requirement of the Occupational Safety and Health Act. All vacuum cleaners are to be HEPA filtered.
9. Contractor will keep recorded schedules of required cleaning assignments in form and manner satisfactory to the City.
10. Contractor will maintain no contact nor solicit any business from tenants in the building.
11. Rooms shall not be lighted, except when work is taking place in that room.
12. Supervision- The Contractor will provide adequate supervision to assure quality and full compliance to specifications, but in no event will on-site supervision be less than one full-time supervisor at all times that the general cleaning staff is working in the building.
13. Cleaning Check list-The City shall provide a checklist of all areas to be cleaned and the list shall be filled out by the Contractor and submitted to the City's representative for his/her approval.
(Please see sample of check list attached). The cleaning check list does not apply to the five branch libraries. The contractor will be expected to fill out the Daily Cleaning Check List immediately upon start of services. The City will conduct daily early morning 7:00 A.M. inspections, utilizing this checklist. If work performance is deemed satisfactory during the first two (2) months of the contract, the inspections will be reduced to one (1) per week; however, the frequency of inspection can be increased or decreased at the discretion of the City. The inspection shall be conducted by the City's Representative and the Contractor's Superintendent, with immediate steps taken by the Contractor's Superintendent to correct any deficiencies noted during the inspection. During the first two months of the contract the contractor will arrange for a Supervisor to visit the site daily to make sure the site is being cleaned in accordance to the Cities expectations and specifications defined in this invitation to bid. A copy of the inspection report will be given to the Contractor's Superintendent and a copy will be filed with the Owner. Inspection reports for the Library will be sent to the Administration Office of the Library, 449 Broadway.

Name of Bidder: _____

Invoice instructions and cleaning hours

The Cambridge Senior Center, 806 Massachusetts Ave., Cambridge, MA 02139
(Location Two on price proposal)

Community Learning Center, 5 Western Ave., Cambridge, MA 02139
(Location Three on price proposal)

Multi Service Center, 5 Western Ave., Cambridge, MA 02139
(Location Four on price proposal)

North Cambridge Senior Center, 2050 Massachusetts Avenue, Cambridge, MA 02140
(Location Five on price proposal)

All invoices for these locations shall be mailed to:
Department of Public Works
147 Hampshire Street
Cambridge, MA. 02139
Attention: Building Supervisor

Cleaning will be performed Monday through Friday, inclusive.

Cleaning must be performed between the hours of 11:00 p.m. through 3:00 a.m. except when delayed by a scheduled City event. Prior notification of such events will be given by the City in order for the contractor to make adjustments to schedules.

Cleaning specifications Cambridge Senior Center

(Location two on price proposal)
806 Massachusetts Avenue, Cambridge, MA 02140-
27,000 sqr. feet (building size)
Contact: Don Hockman
Phone-617-349-6053

Cleaning for the Cambridge Senior Center, 806 Mass Ave. must also be performed in the public access area of the Drop-In lounge (Room 102/107) and the Windsor Adult Day Care Center on the following holidays: Martin Luther King Day, Patriots Day, Bunker Hill Day, Columbus Day and Veterans Day. Please note that specific calendar dates are not included for each of the aforementioned holidays as these dates will be different in subsequent years of the contract period. Lunch eating and coffee breaks shall be held only in the cafeteria area adjacent to the kitchen on the main floor.

DAILY-GENERAL

1. Empty and clean all waste receptacles, replacing trash liners. Remove trash from premises. Wash receptacles as needed.
2. Empty all recycling containers into designated holding containers located at the basement level. All cardboard must be 'flattened' prior to being placed in proper totes. Inform facilities supervisor when recyclables pickup is needed.
3. Sweep/vacuum and damp mop all uncarpeted areas, including elevator cabs, and stairwells.
4. Vacuum all rugs and carpeted areas, including all offices, conference rooms (setup after vacuuming) and hallways.
5. Spot clean all glass and mirrors.

Name of Bidder: _____

6. Clean bathrooms, kitchens, and activity spaces.
 - A. Clean, sanitize and polish all vitreous fixtures, including toilet bowls, Urinals, and sinks, using a germicidal detergent solution.
 - B. Clean and sanitize both sides of all toilet seats with a germicidal detergent solution.
 - C. Vacuum entirely Clean, then Mop all bathroom and kitchen floors in their entirety using a disinfectant solution.
 - D. Dust and spot clean all toilet partitions, tile walls and receptacles.
7. Replace toilet paper, paper towels and soap, leaving a minimum of one and a half full roll of toilet paper per commode.
8. Remove spots and splashes from all walls and partitions.
9. Spot clean elevator walls.
10. Clean and polish all chrome fittings and bright work, including shelves, and metal dispensers.
11. Upon completion of cleaning, turn off all lights and secure building according to prescribed procedure.
12. Wash and disinfect all tables in the Windsor House (room B28), Drop-In Lounge (Room 102/107), the Dining area (room 122) and the Classroom (room 221), computer lab, Ceramics Room (208) and the Council on aging Conference room.
13. Wash and disinfect all water fountains.

WEEKLY-GENERAL

1. Wash and spray buff all uncarpeted floors to provide a non-skid finish.
2. Clean bathroom partitions with disinfectant solution, and wash and polish bathroom mirrors.
3. Dust and wash all horizontal surfaces including, but not limited to, desks, chairs, tables, counter tops, office equipment, telephones, window sills and ledges, heating units, partitions and filing cabinets and light fixtures.

MONTHLY- GENERAL

1. Perform high dusting of ceiling, cobwebs, overhead light fixtures, etc.
2. Shampoo all high traffic carpeted areas.
3. Wash all interior glass including doors, partitions, etc.
4. Wash and fully buff all uncarpeted areas.
5. Vacuum carpet edges and hard to reach areas under desks, furniture, mats, radiators, etc.
6. Spot clean doors, door frames, light switches, hallways to remove fingerprints and dirt marks.
7. Wash all elevator cab walls.
8. Vacuum and wipe clean all HVAC ceiling registers.
9. Wipe clean all telephones.
10. Whisk upholstered furniture as needed.
11. Wipe clean all of the blackboards/white boards .

QUARTERLY GENERAL

Before any quarterly, semi-monthly, and annual services are performed, the Facility Manager or City of Cambridge designee MUST receive a written schedule of intended work 2 weeks prior to any work being performed.

Name of Bidder: _____

1. Deep shampoo all carpeted areas.
2. Vacuum clean all curtains, shades and venetian blinds.
3. Wash interior and exterior of all windows at first floor front, basement rear, and second floor patio areas.
4. Defrost refrigerator and freezer in Council on Aging office on third floor (Corridor 308).
5. Wash all stair treads and landings.
6. Vacuum / spot clean all cloth furniture

QUARTERLY-GENERAL

1. Defrost refrigerators, freezer areas.

SEMI-ANNUAL

1. Strip and refinish all uncarpeted areas. (May and November)

ANNUAL

1. Wash all windows - interior and exterior. (Late May or Early June)
2. Shampoo all cloth furniture.

Site Information and cleaning specifications for Community Learning Center, Multi-Service Center for Homeless, North Cambridge Senior Center

Community Learning Center

Location Three on Price Proposal

5 Western Ave, Basement, First and Second Floors

Contact: Adam Corbeil 617-349-6280

Hours of operation: Monday through Thursday 8:30 a.m. - 9:30 p.m.; Friday, 8:30 a.m. - 5:00 p.m.; Saturday 9:30a.m. – 1:00 p.m.

Multi Service Center for the Homeless

Location four on Price Proposal

5 Western Ave. Basement, First, and Second Floors

Contact: Adam Corbeil 617-349-6280

Hours of operation are 8:30 a.m. - 8:00 p.m.- Monday; 8:30 a.m. – 5:00p.m. Tuesday through Thursday; 8:30 a.m. – noontime-Friday,

Description of the spaces:

- 14 classrooms/conference rooms (Marmoleum flooring)
- 30 offices (Carpet flooring)
- 1 small library (carpet flooring)
- 3 lounge/break room/kitchenette areas (Marmoleum flooring)
- 10 bathrooms (Tile flooring)
- 3 public reception/gathering areas (Marmoleum/Carpet flooring)
- The basement is sealed concrete floor

North Cambridge Senior Center- 1706 sq. ft.

Location Five on Price Proposal

2050 Massachusetts Avenue

Cambridge, MA. 02140

Contacts: Adam Corbeil 617-349-6280

Hours of operation are 8:30 a.m.-5:00 p.m., Monday - Friday.

Description of Space:

- 2 offices
- 2 bathrooms
- 1 multi- purpose room
- 1 dining room with galley kitchen
- 1 computer lab

CLEANING SPECIFICATIONS

Community Learning Ctr. (Location three)

Multi Service Center for Homeless (Location four)

North Cambridge Senior Center- (Location Five)

DAILY

1. Empty and clean all waste receptacles, replacing trash liners, and remove waste material from premises; wash receptacles as necessary. Empty recycling receptacles into tooter as needed.
2. Sweep/vacuum and damp mop all uncarpeted areas, including elevator cabs.
3. Vacuum all rugs and carpeted areas, including all offices, conference rooms (set up after vacuuming), and flights of stairs.
4. Wash all glass doors.

Name of Bidder: _____

5. Clean bathrooms including fixtures with cleansing/disinfectant solution. Mop bathroom floors using disinfectant solution. Replace toilet paper, paper towels and soap leaving a minimum of one extra roll of toilet paper per commode.
6. Upon completion of cleaning, shut off all lights and secure the building.
7. Wash all blackboards and chalk trays.

WEEKLY

1. Wash and spray buff all uncarpeted floors to provide a non-skid finish.
2. Clean bathroom partitions with disinfectant solution, and wash and polish bathroom mirrors.
3. Dust and wash all horizontal surfaces including, but not limited to, desks, chairs, tables, counter tops, office equipment, telephones, window sills and ledges, heating units, partitions and filing cabinets and light fixtures.
4. Vacuum carpet edges
5. Wash elevator cab walls

MONTHLY

1. Wash and buff all uncarpeted floors.
2. Vacuum carpet edges and hard to reach areas under desks, couches, tables, mats, radiators, etc.
3. Vacuum and wipe clean all HVAC ceiling registers.

QUARTERLY

Before any quarterly, semi-monthly, and annual services are performed, the Facility Manager or City of Cambridge designee MUST receive a written schedule of intended work 2 weeks prior to any work being performed.

1. Spot clean doors, light switches, door frames, and hallways to remove finger prints and dirt marks.
2. Dust window sills, baseboards, bulletin board frames, wall fixtures, fire equipment and boxes.
3. Vacuum clean all curtains, shades and venetian blinds.
4. Wash interior of all windows at first floor front and second floor areas.
5. Wash all stair treads and landings.
6. Vacuum / spot clean all cloth furniture

SEMI-ANNUAL

1. Strip and wax with non slip wax uncarpeted floors.
2. Deep Shampoo all carpeted areas

ANNUAL

1. Wash all windows - interior and exterior. (Late May or Early June)
2. Shampoo all cloth furniture.

End of this Section

Cleaning Specification for Five Branch Libraries

O'Neill Branch, 70 Rindge Ave. Location Six on price proposal
Boudreau Library, 245 Concord Ave. Location Eight on price proposal
Collins Branch, 64 Aberdeen Ave. Location Seven on price proposal
Valente Library, 825 Cambridge St. Location Ten on price proposal
O'Connell Library, 825 Cambridge St. Location Nine on price proposal

Invoices for Janitorial Services for Five Branch Libraries

All invoices shall be mailed to:

Bill Courier
Cambridge Public Library
449 Broadway
Cambridge, MA 02138

1. Regular Cleaning visits will be performed two times a week Monday through Friday, inclusive except for scheduled building holidays. Cleaning must be performed after business hours. Library Administration must approve schedule.
2. **The Contractor will be responsible to remove all trash and legally dispose off site. The City will not provide a toter for the five-branch library trash. The recycling materials may be placed curbside in accordance to the City's recycling curb side pick up schedule or the contractor will be responsible to take the recyclables away and legally dispose off site.**
3. All personnel are required to sign IN and OUT upon entering and leaving the building including dates and times.
4. Contractor must call or email each branch library each week to find out if there are any concerns or issues, which need further attention.
5. The same cleaners must be assigned to the five branch libraries through out the length of the contract.

REGULAR CLEANING VISIT TWO TIMES A WEEK

1. Empty and clean all waste receptacles, replacing trash liners and remove waste material from premises: wash receptacles as necessary. Empty recycling into toter as needed. Toters must be emptied and the recycling materials must be placed curbside in accordance with the City curbside collection schedule or the contractor shall take away recycles and legally dispose.
2. Sweep/vacuum and damp mop all uncarpeted areas.
3. Vacuum all rugs and carpeted areas including all offices and flights of stairs.
4. Wash all glass doors.
5. Clean bathroom fixtures and mirrors with cleansing or disinfectant solution. Mop bathroom floors using disinfectant solution. Replace toilet paper, paper towels and soap leaving a minimum of one extra roll of toilet paper per commode.
6. Clean bathroom partitions with disinfectant solution.
7. Upon completion of cleaning, shut off all lights and secure the building.

WEEKLY

1. Wash floors at each location.

MONTHLY twelve times (12x) per year

1. Vacuum carpet edges and hard to reach areas under desks, couches, tables, mats, radiators, etc.
2. Spot clean doors, light switches, doorframes, hallways removing fingerprints and dirt marks.
Dust windowsills, baseboards, bulletin board frames, wall fixtures and fire equipment boxes.
3. Vacuum cloth furniture.
4. Dust book shelves (not required to move books)

QUARTERLY-four times (4x) per year (beginning at commencement of contract)

1. Machine wash and recoat all resilient tile floors.

YEARLY -STRIP AND WAX FLOORS

Contractor will furnish all equipment and Environmentally Preferable supplies necessary to strip, wash and wax floors. The City reserves the right to change the type of wax products used if it deems a change is appropriate.

Annual strip and waxing of all resilient tile floors to be performed at commencement of contract and to be completed within thirty days.

1. Strip and wax resilient tile floors. To commence within one month of signed contract award

End of this section

Alternate-Frisoli Youth Center

Scope of Services for the Frisoli Youth Center, 61 Willow St.

1. The City shall provide paper products, hand soaps, plastic trash can liners, feminine products and dispensers for those products. All other materials and supplies required to carry out the cleaning operations within the scope of this contract shall be provided by the Contractor. The City requires U.S. Green Seal Certified environmentally friendly cleaning products. The City reserves the right to request the contractor to change the type of stripper and wax used if it deems a change is appropriate.
2. Trash Removal and Recycling Materials, the contractor is to remove the trash from the site. The recycling materials shall be disposed of in the toter marked recycling located inside the building.
3. Alarm System, Security.
The City will provide the contractor instructions for setting alarms (arm and unarming alarms) for the building. The contractor will be responsible to set the alarm in accordance with detailed instructions that will be provided to the successful bidder. The City of Cambridge Police are notified each time a alarm is not set in a building or is set off accidentally. If the contractor continues to set off the alarms or fails to set the alarm the City of Cambridge Police Dep. will enforce a monetary fine, which will be the responsibility of the Contractor to pay. During the course of the work the Contractor shall keep all exterior doors locked when the building is unoccupied and shall be responsible for locking the doors of the building or any portion or portions of the building at times other than where they are in normal use.
4. Protection of Property
All premises shall be kept free from all unauthorized or objectionable persons.

The Contractor shall leave all furniture, equipment, etc., in rooms and other places where work is done, in the same position and condition in which he/she finds it.

Any City property damaged by the Contractor while carrying out the provisions of this contract shall be restored to its original condition by and at the expense of the Contractor.

The City shall hold the Contractor responsible for any City property that is lost or stolen during the execution of the work.
5. Emergency Contact phone number- Janitorial or Cleaning Company will provide an emergency telephone number for emergency or significantly unusual circumstances. An answering service will be acceptable in conjunction with the direct telephone number of the Supervisor and Manager.
6. Contractor employees will wear readily identifiable uniforms and photo ID cards while carrying out this service contract.
7. Use of office telephones and computers is strictly prohibited.
8. All equipment used and operated within the building will be kept in a safe and serviceable condition at all times and will comply with the Requirement of the Occupational Safety and Health Act. All vacuum cleaners are to be HEPA filtered.

Name of Bidder: _____

9. Contractor will keep recorded schedules of required cleaning assignments in form and manner satisfactory to the City.
10. Contractor will maintain no contact nor solicit any business from tenants in the building.
11. Rooms shall not be lighted, except when work is taking place in that room.
12. Supervision- The Contractor will provide adequate supervision to assure quality and full compliance to specifications, but in no event will on-site supervision be less than one full-time supervisor at all times that the general cleaning staff is working in the building.
13. Cleaning Check list-The City shall provide a checklist of all areas to be cleaned and the list shall be filled out by the Contractor and submitted to the City's representative for his/her approval.
(Please see sample of check list attached). The contractor will be expected to fill out the Daily Cleaning Check List immediately upon start of services. The City will conduct daily early morning 7:00 A.M. inspections, utilizing this checklist. Inspections with the City's representative and the Contractor's Superintendent will be one (1) per week; however, the frequency of inspection can be increased at the discretion of the City if warranted. Immediate steps shall be taken by the Contractor's Superintendent to correct any deficiencies noted during any inspections. A copy of the inspection report will be given to the Contractor's Superintendent and a copy will be filed with the Owner.

The Frisoli Youth Center, located at 61 Willow St. is 15,126 square feet consists of:

- 2 multiple stall bathrooms – girls had 3 stalls, boys has 4 stalls
- 2 single stall bathrooms
- 1 kitchen (VCT flooring)
- Gym floor (oak flooring)
- 1 office (carpet)
- 1 computer room (carpet)
- 1 library (carpet)
- 1 meeting room (vct)
- 1 TV lounge/class room (vct)
- 1 lobby (vct)
- 1 dance/weight room (cushioned rubber flooring)

Cleaning Specifications for the Frisoli Youth Center

Cleaning will be performed Monday through Friday, inclusive.

Cleaning must be performed between the hours of 11:00 p.m. through 6:00 a.m. except when delayed by a scheduled City event. Prior notification of such events will be given by the City in order for the contractor to make adjustments to schedules.

DAILY-GENERAL

2. Empty and clean all waste receptacles, replacing trash liners. Remove trash from premises. Wash receptacles as needed.
2. Empty all recycling containers into designated holding containers. All cardboard must be 'flattened' prior to being placed in proper totes. Inform facilities supervisor when recyclables pickup is needed.

Name of Bidder: _____

3. Sweep/vacuum and damp mop all uncarpeted areas, including elevator cabs, and stairwells.
4. Vacuum all rugs and carpeted areas, including all offices, conference rooms (setup after vacuuming) and hallways.
5. Spot clean all glass and mirrors.
6. Clean bathrooms, kitchens, and activity spaces.
 - A. Clean, sanitize and polish all vitreous fixtures, including toilet bowls, urinals, and sinks, using a germicidal detergent solution.
 - B. Clean and sanitize both sides of all toilet seats with a germicidal detergent solution.
 - C. Vacuum entirely clean, then mop all bathroom and kitchen floors in their entirety using a disinfectant solution.
 - D. Dust and spot clean all toilet partitions, tile walls and receptacles.
7. Replace toilet paper, paper towels and soap, leaving a minimum of one and a half full roll of toilet paper per commode.
8. Remove spots and splashes from all walls and partitions.
9. Spot clean elevator walls.
10. Clean and polish all chrome fittings and bright work, including shelves, and metal dispensers.
11. Upon completion of cleaning, turn off all lights and secure building according to prescribed procedure.
12. Wash and disinfect all water fountains.

WEEKLY-GENERAL

1. Wash and spray buff all uncarpeted floors to provide a non-skid finish.
2. Clean bathroom partitions with disinfectant solution, and wash and polish bathroom mirrors.
3. Dust and wash all horizontal surfaces including, but not limited to, desks, chairs, tables, counter tops, office equipment, telephones, window sills and ledges, heating units, partitions and filing cabinets and light fixtures.

MONTHLY- GENERAL

1. Perform high dusting of ceiling, cobwebs, overhead light fixtures, etc.
2. Shampoo all high traffic carpeted areas.
3. Wash all interior glass including doors, partitions, etc.
4. Wash and fully buff all uncarpeted areas.
5. Vacuum carpet edges and hard to reach areas under desks, furniture, mats, radiators, etc.
6. Spot clean doors, door frames, light switches, hallways to remove fingerprints and dirt marks.
7. Wash all elevator cab walls.
8. Vacuum and wipe clean all HVAC ceiling registers.
9. Whisk upholstered furniture as needed.

QUARTERLY GENERAL

Before any quarterly, semi-monthly, and annual services are performed, the Facility Manager or City of Cambridge designee MUST receive a written schedule of intended work 2 weeks prior to any work being performed.

1. Deep shampoo all carpeted areas.
2. Vacuum clean all curtains, shades and venetian blinds.
3. Wash interior and exterior of all youth center windows at first floor,
4. Wash all stair treads and landings.
6. Vacuum / spot clean all cloth furniture

SEMI-ANNUAL

1. Strip and refinish all uncarpeted areas. (May and November)

ANNUAL

1. Wash all windows - interior and exterior. (Late May or Early June)
2. Shampoo all cloth furniture.

Alternate

**Central Square Library
45 Pearl Street**

Contact information: Manager: Warren Pearson Daily Contact: Amanda Gazin

Three story building including: main floor, library area, Children's room, Technology Center, instructional areas, offices, IT Office, employee break room, Lewis Room, stairs, and five restrooms.

Square footage as follows:

- 8,686 sf VCT flooring
- 560 sf brick flooring main corridor
- 224 sf ceramic tile flooring-bathrooms
- 228 sf stairways
- 92 sf carpeting at 2 entries

Specifications- To provide all labor, equipment, supplies, materials and supervision for the following:

- 1) All Trash and recycling containers shall be emptied nightly.
- 2) Vacuum all carpeted areas and mats nightly
- 3) Sweep all VCT floors nightly.
- 4) Spot wash all VCT floors nightly
- 5) Fully wash all floors on Friday
- 6) Clean all table tops and service desks nightly
- 7) Dust window ledges weekly
- 8) Wash break room floors, counters and tables Tuesday and Thursday
- 9) Clean Lewis Room Tuesday and Thursday

Name of Bidder: _____

- 10) Clean and sanitize all restrooms nightly
 - A) Empty trash containers
 - B) Sweep and wash floors
 - C) Sanitize all fixtures
 - D) Clean mirrors
 - E) Spot clean all walls and floors
 - F) Replenish all paper and hand soap dispensers
 - G) Scrub floors monthly

1. Regular Cleaning visits will be performed **Five times per week –M,W, F after 7pm and T, Th after 10pm** inclusive except for scheduled building holidays. Cleaning must be performed after business hours. Library Administration must approve schedule.
2. The Contractor will be responsible to properly bag and store all trash on site in a designated area. The City will not provide a toter. The recycling materials must be placed in Recycling Toters in designated area
3. All personnel are required to sign IN and OUT upon entering and leaving the building including dates and times.
4. Contractor must call or email the Central Square branch library each week to find out if there are any concerns or issues, which need further attention.
5. The same cleaners must be assigned to the Central Square branch library.

Quality Requirements

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

Circle "YES" or "NO" for each of the following requirements:

1. Bidder has been in business providing Janitorial Services in Massachusetts under present business name for a minimum of five years.

Yes No

2. Bidder has provided three years of cleaning and janitorial services to at least three (3) municipal, state or federal facilities each with an annual contract value of \$100,000.00 or over.

Yes No

3. Bidder will insure satisfactory security clearance for all employees who will work on the premises. Employees who are "not a United States Citizen or have not been granted status by the United States government as permanent resident alien will not be allowed to work.

Yes No

4. The bidder has submitted with their bid a commitment letter from a surety confirming bidder's ability to secure a 50% Performance Bond. The surety is authorized to do business under the laws of the Commonwealth of Massachusetts.

Yes No

6. The Bidder's local main office must be located within a thirty five mile radius of the Cambridge Public Main Library, 449 Broadway.

Yes No

NOTORIZED STATEMENT OF BIDDER'S QUALIFICATIONS

Please submit with your bid the Statement of Bidder's Qualifications Notarized.

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

1. The names and addresses of all persons and parties interested in this Bid as principals as follows:

Note: Give the first and last names in full. In the case of corporation, give names of officers and directors; in the case of partnership, give names of all partners.

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____

2. When organized.

3. If a corporation, where incorporated.

4. State the address of Bidders local main office located within thirty five (35) miles of the Cambridge Public Library located at 449 Broadway, Cambridge.

5. How many years has bidder been providing Janitorial Services in Massachusetts under bidders present firms name?

Statement of Bidder's Qualifications continued on next page.

6. Bidders must provide references, including telephone numbers and contact names from at least three municipal, state or federal facilities. Each reference must be a municipal, state or federal facility in which the annual contract value is \$100,000.00 or greater. The bidder has been providing Janitorial services to each reference for a minimum of three years or more. In addition, the City reserves the right to uses itself as a reference. . A bid maybe rejected on the basis of one or more references reporting less than excellent past performance by the contractor and/or that experience does not meet the Quality Requirements.

Name	Contact Name	Phone	Email	Annual contract value
------	--------------	-------	-------	-----------------------

Name	Contact Name	Phone	Email	Annual contract value
------	--------------	-------	-------	-----------------------

Name	Contact Name	Phone	Email	Annual contract value
------	--------------	-------	-------	-----------------------

Name	Contact Name	Phone	Email	Annual contract value
------	--------------	-------	-------	-----------------------

6. Has your present organization ever defaulted on a contract? If so, state where, when, and why.

7. Provide names of Environmentally Preferable cleaning products you will supply and use. Provide additional sheets if necessary.

8. Who will be the Bidder's area manager? State such person's qualifications. Also list names of key employees participating in this contract and their qualifications (years of experience, etc). Provide additional sheets detailing additional staff, if necessary)

Statement of Bidder's Qualifications continued on next page.

File No. 6040- Janitorial Services for ten locations including Cambridge Main Library, Department of Human Services, Senior Center locations and five branch libraries- Thursday, March 21, 2013 @ 11:00 AM

Deposes and says that she/he is

_____ of

(Name of Organization)

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

Subscribed and sworn to before me this _____ day of _____ 2011

(Notary Public)

My commission expires _____, 20_____

End of Statement of Bidders Qualifications

Submit the Statement of Bidders Qualifications with your bid.

Name of Bidder: _____

Price Proposal

A contract will be awarded to the responsive and responsible bidder offering the lowest total price for the ten locations listed below for a period of three years not including the alternate locations.

***Location One- Cambridge Public Library 449 Broadway, Cambridge MA 02138-4125**

\$ _____ Annual price x 3 years = \$ _____

Senior Center and DHSP Sites

***Location Two- Cambridge Senior Center, 806 Massachusetts Ave**

\$ _____ Annual price x 3 years = \$ _____

***Location Three Community Learning Center, 5 Western Ave**

\$ _____ Annual price x 3 years = \$ _____

***Location Four- Multi Service Center, 5 Western Ave**

\$ _____ Annual price x 3 years = \$ _____

***Location Five-North Cambridge Senior Center, 2050 Massachusetts Ave.**

\$ _____ Annual price x 3 years = \$ _____

Five Branch Libraries

***Location Six- O'Neill Branch, 70 Rindge Avenue**

\$ _____ Annual price x 3 years = \$ _____

***Location Seven- Collins Branch, 64 Aberdeen Avenue**

\$ _____ Annual price x 3 years = \$ _____

***Location Eight- Boudreau Branch, 245 Concord Avenue**

\$ _____ Annual price x 3 years = \$ _____

***Location Nine - O'Connell Branch, 48 Sixth Street**

\$ _____ Annual price x 3 years = \$ _____

***Location Ten- Valente Branch, 826 Cambridge Street**

\$ _____ Annual price x 3 years = \$ _____

Total for ten locations for a period of three years: \$ _____

Three year total for ten locations in words: _____

Name of Bidder: _____

Alternate locations

The following alternates are for information purposes and will not be used to determine the lowest bidder. The City may purchase as required, however, no additional cleaning services will exceed 25% of the total contract value. All bidders must submit a price for each of the locations listed below.

Alternate Frisoli Youth Center

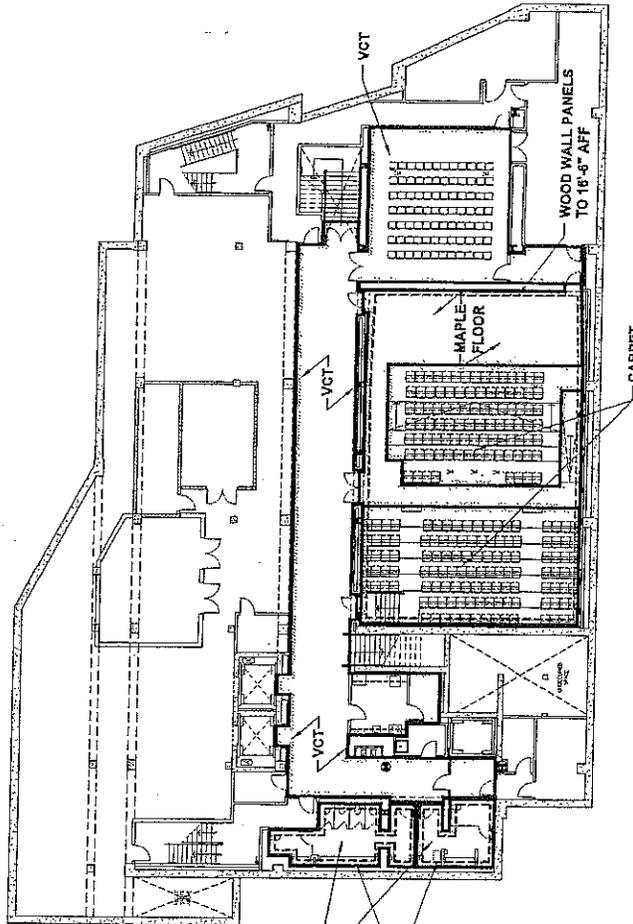
Cost for 6 months of Service \$ _____

Cost for 12 months of Service \$ _____

Central Square Library monthly cost \$ _____

Signature of Bidder: _____

Name of Bidder: _____

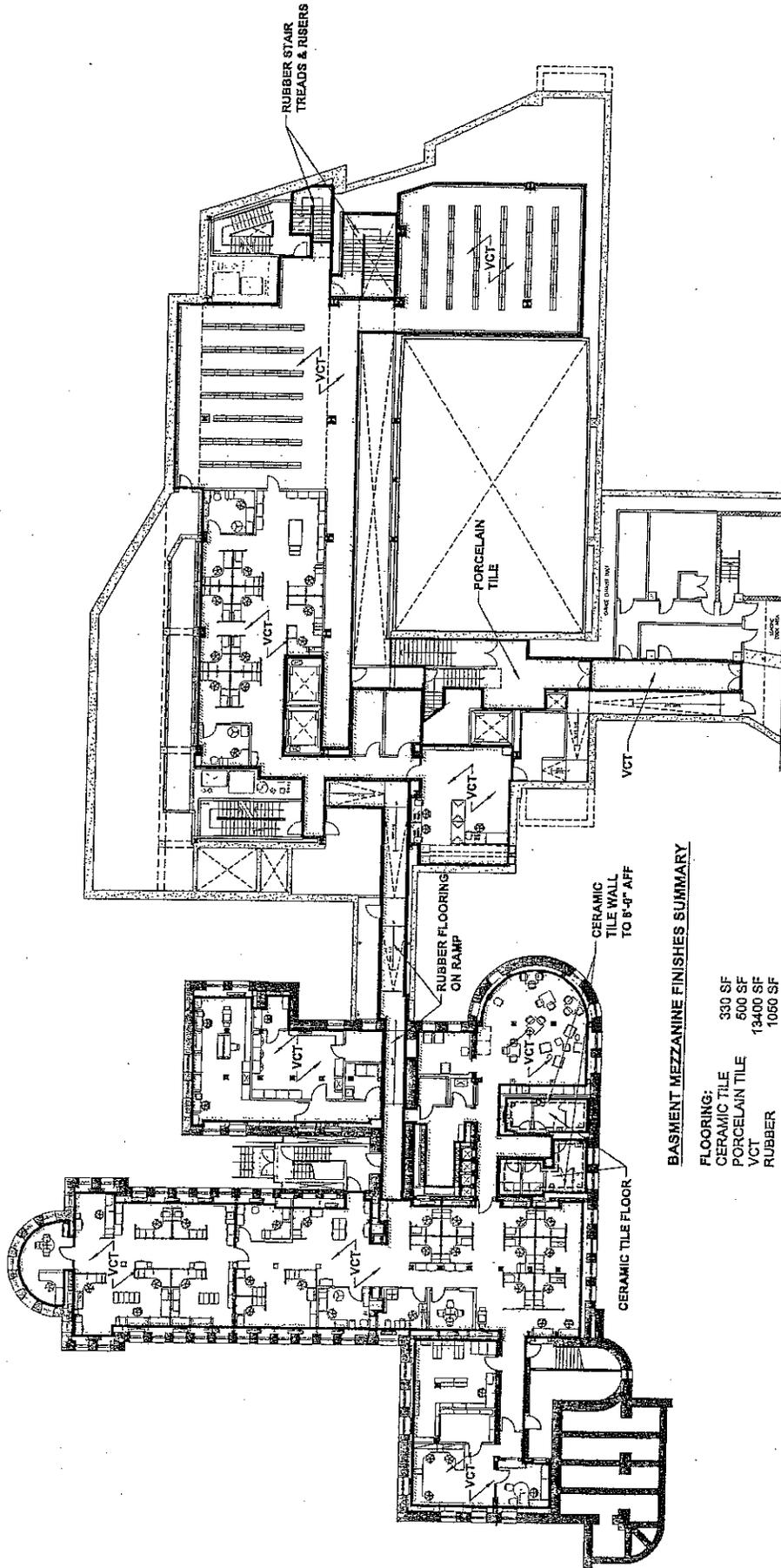


Cambridge Main Library - Basement

SCALE: 1" = 24'-0"

BASEMENT FINISHES SUMMARY

FLOORING:	
WOOD - MAPLE	1050 SF
CERAMIC TILE	470 SF
VCT	2650 SF
CARPET	1900 SF
WALLS:	
WOOD PANELS	3700 SF
CERAMIC TILE	1360 SF



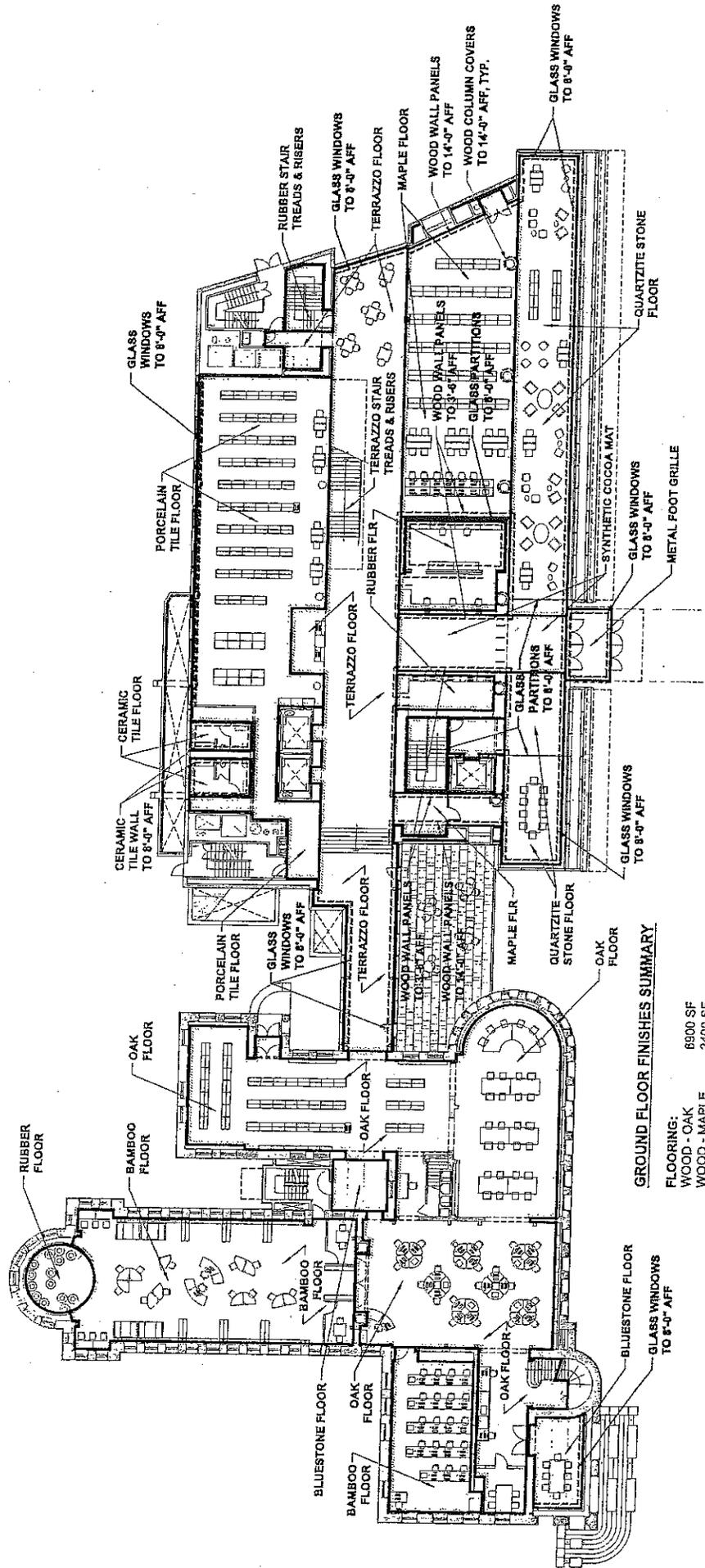
BASMENT MEZZANINE FINISHES SUMMARY

FLOORING:	
CERAMIC TILE	330 SF
PORCELAIN TILE	500 SF
VCT	13400 SF
RUBBER	1050 SF

WALLS:	
CERAMIC TILE	1190 SF

Cambridge Main Library - Basement Mezz.

SCALE: 1" = 24'-0"

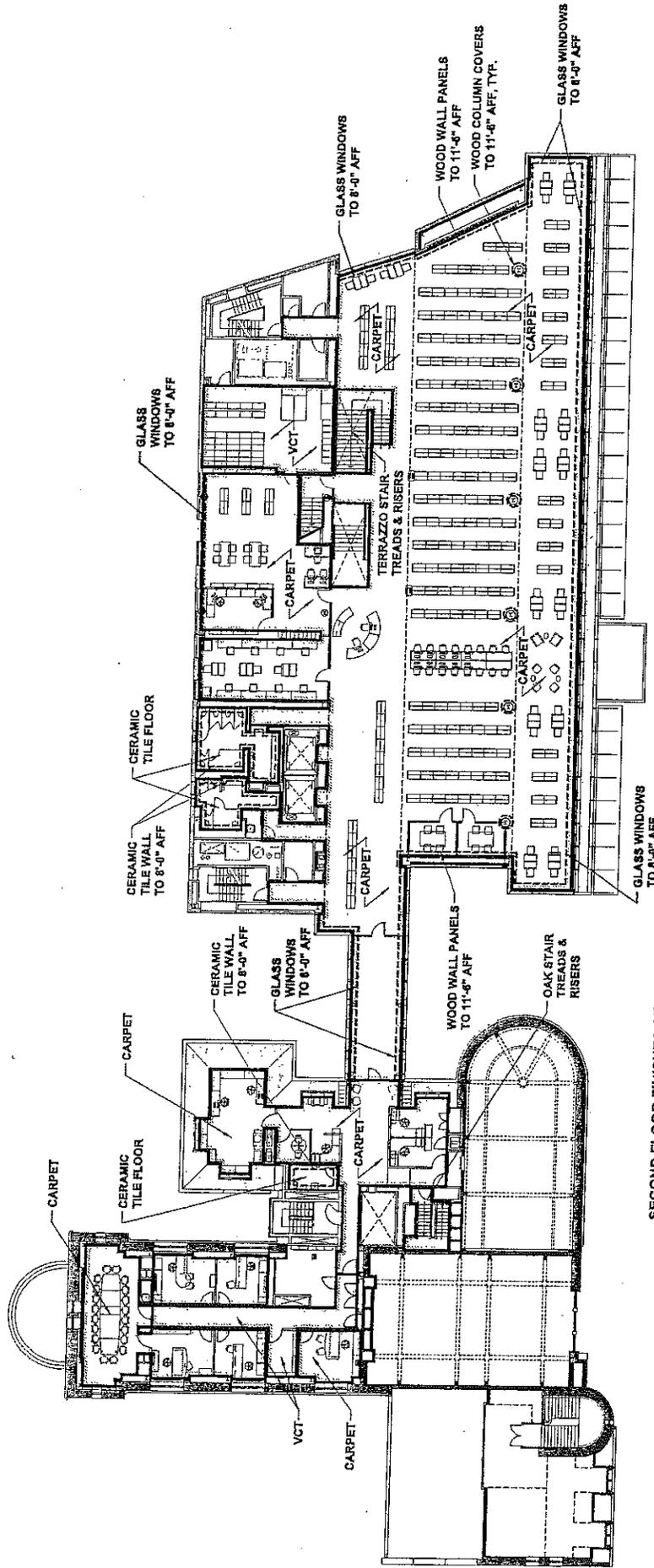


GROUND FLOOR FINISHES SUMMARY

FLOORING:	6900 SF
WOOD - OAK	2400 SF
WOOD - MAPLE	2500 SF
WOOD - BAMBOO	3600 SF
TERRAZZO	250 SF
CERAMIC TILE	3400 SF
PORCELAIN TILE	1400 SF
RUBBER	450 SF
BLUESTONE	2500 SF
QUARTZITE	600 SF
COCOA MAT	150 SF
METAL GRILLE	
WALLS:	2500 SF
WOOD PANELS	400 SF
CERAMIC TILE	4400 SF
GLASS WINDOWS	

Cambridge Main Library - Ground Floor

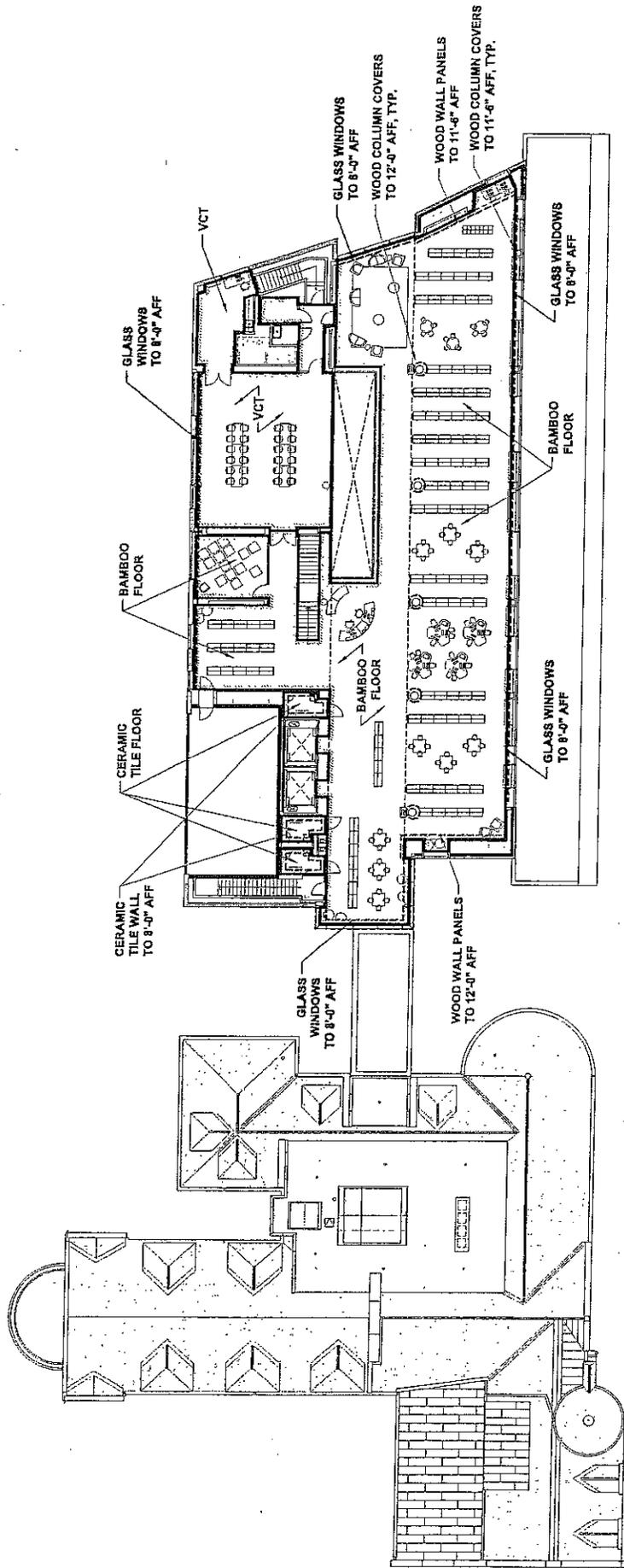
SCALE: 1" = 24'-0"



SECOND FLOOR FINISHES SUMMARY

FLOORING:	
WOOD - OAK	120 SF
CERAMIC TILE	575 SF
VCT	1050 SF
CARPET	12000 SF
WALLS:	
WOOD PANELS	1250 SF
CERAMIC TILE	1300 SF
GLASS WINDOWS	3500 SF

Cambridge Main Library - Second Floor
 SCALE: 1" = 24'-0"



THIRD FLOOR FINISHES SUMMARY

FLOORING:	6900 SF
WOOD - BAMBOO	200 SF
CERAMIC TILE	1550 SF
VCT	
WALLS:	750 SF
WOOD PANELS	750 SF
CERAMIC TILE	2000 SF
GLASS WINDOWS	

Cambridge Main Library - Third Floor

SCALE: 1" = 24'-0"

**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: _____

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

Name of Bidder: _____

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

2.112.064 Waiver

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

2.112.065 Applicability

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

In City Council January 28, 2008.

Passed to be ordained by a 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

City of Cambridge CORI Policy

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

- (c) Time since the conviction;
 - (d) Age of the candidate at the time of offense;
 - (e) Seriousness and specific circumstances of the offense;
 - (f) The number of offenses;
 - (g) Whether the applicant has pending charges;
 - (h) Any relevant evidence of rehabilitation or lack thereof;
 - (i) Any other relevant information, including information submitted by the candidate or requested by the City.
11. The Personnel Department will assist affected departments, in assessing the suitability of candidates in accordance with paragraph 10 a through i above, to ensure consistency, fairness, and protection of employment opportunities and the public interest.
 12. The City of Cambridge will notify the applicant of the decision and the basis of the decision in a timely manner.
 13. CORI information shall not be disseminated or shared with any unauthorized employees or other, but shall be maintained in confidence consistent with the obligations of law.

Revised May 5, 2007

Chapter 2.121

LIVING WAGE ORDINANCE

Sections:

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

2.121.010 Title and Purpose.

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

2.121.020 Definitions.

For the purposes of this ordinance, the term:

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

(b) **"Assistance"** means:

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

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

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

(c) **"Beneficiary"** means:

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

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

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

(e) **"Covered Employee"** means:

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

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

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

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

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

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

2.121.030 Living Wage.

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

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

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

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

2.121.040 Waivers and Exceptions.

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

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

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

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

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

- (1) The nature of the Assistance to which this Chapter applies;
- (2) The specific or official name of the Assistance and Assistance program, the statutory or regulatory authority for the granting of the Assistance, and a copy of that authority;
- (3) The conflicting statutory, regulatory, or constitutional provision or provisions that makes compliance with this Chapter unlawful, and a copy of each such provision; and
- (4) A factual explication and legal analysis of how compliance with this Chapter would violate the cited provision or provisions, and the legal consequences that would attach if the violation were to occur.

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

- (1) The nature of the Assistance to which this Chapter applies;
- (2) A detailed explanation of why payment of the Living Wage would cause a substantial hardship to the Covered Employer; and
- (3) A statement of proposed wages below the Living Wage.

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

- (1) The nature of the Assistance to which this Chapter applies;
- (2) A detailed explanation of why the contracted work cannot be segregated from the other work of the bidding Covered Employers thereby making the cost of the contract with the payment of the Living Wage inordinately expensive or would result in a significant loss of services;

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

(i) Terms of exceptions. If an employer is subject to this Chapter as a result of its receipt of more than one kind of Assistance covered by this Chapter, and if the City Manager grants a waiver with

respect to one form of Assistance, the City Manager need not find that this Chapter is inapplicable to the employer with respect to another form of Assistance received by the employer.

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

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

(2) work-study or cooperative educational programs;

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

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

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

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

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

2.121.050 Notification Requirements.

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

2.121.060 Duties of Covered Employers.

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

(1) notice of the Living Wage amount;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**2.121.070 Community Advisory
Board.**

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

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

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

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

2.121.080 Enforcement.

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

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

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

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

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

(2) Suspension of ongoing contract and subcontract payments;

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

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

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

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

(f) Remedies herein non-exclusive. No remedy set forth in this Chapter is intended to be exclusive or a prerequisite for asserting a claim for relief to enforce the right granted under this

Chapter in a court of law. This Chapter shall not be construed to limit an employee's right to bring a common law cause of action for wrongful termination.

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

2.121.090 Severability.

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

2.121.100 Effective Date.

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

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

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

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

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

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

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

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

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

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

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

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

**File No. 6040- Janitorial Services for ten locations including Cambridge Main Library,
Department of Human Services, Senior Center locations and five branch libraries- Thursday,
March 21, 2013 @ 11:00 AM**

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

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

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

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

For calendar year 2012 the CPI-U increased by 1.58%. Therefore the new living wage, as of March 1, 2013 is \$14.51.

City of Cambridge
Articles of Agreement
SAMPLE, SAMPLE, SAMPLE, SAMPLE, SAMPLE

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 _____, a _____ duly organized 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.

Name 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 _____ of the value of the bid in the form of a performance bond issued by a surety satisfactory to the city or in the form of a certified check.

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

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

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

Approved as to Form:

The Contractor:

Nancy E. Glowa
City Solicitor

Signature and Title

Robert W. Healy
City Manager

Cynthia H. Griffin
Purchasing Agent

Name of Bidder: _____