File No. 6152-PRINTING OF THE MARKSENSE PAPER BALLOTS-THURSDAY, July 25, 2013 @ 11:00 AM

Invitation for Bid	If, at the time of the scheduled bid opening, City Hall is closed due to uncontrolled events such as fire, snow, ice, wind, or 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 6152	
COMMODITY: Printing of Marksense Paper Ballot	
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, July 11, 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, July 25, 2013. This bid may be downloaded from the City's web site, www.CambridgeMA.gov, Online Services, Purchasing, Invitation for Bid, File No.6152.**

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 **Printing of Marksense Paper Ballots opened at 11:00 a.m. on Thursday, July 25, 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:**_____

EMAIL ADDRESS_____

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

( ) Corporation, incorporated in the State of:_____

( ) Partnership. Names of partners:_____

( ) Individual:_____

Name of Bidder_____

File No. 6152-PRINTING OF THE MARKSENSE PAPER BALLOTS-THURSDAY, July 25, 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_____

File No. 6152-PRINTING OF THE MARKSENSE PAPER BALLOTS-THURSDAY, July 25, 2013 @ 11:00 AM

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

The undersigned hereby proposes to furnish and deliver **Printing of Marksense Paper Ballots** for the City of Cambridge Election Commission, all in accordance with the attached specifications and following proposal schedule.

Prices must remain FIRM during the entire contract period.

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

The contract will be awarded to the responsive and responsible bidder offering the lowest total price.

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

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

PLEASE SUBMIT YOUR BID IN DUPLICATE.

Delivery charge must be included in proposal price.

Questions
Questions concerning this Invitation for Bid must be submitted in writing and faxed to Cynthia H. Griffin, Fax # 617-349-4008. All questions must be submitted no later than **Thursday, July 18, 2013 by 4:00 p.m.** An addendum will be posted to the website to notify all bidders of the questions and answers.

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

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

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

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

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 an hour. The Living Wage Requirements are attached.

Name of Bidder _____

File No. 6152-PRINTING OF THE MARKSENSE PAPER BALLOTS-THURSDAY, July 25, 2013 @ 11:00 AM

BALLOTS REQUIREMENTS AND SPECIFICATIONS

Note: In addition to specifications for ballots noted on this bid, ballots shall conform to "Ballot Specifications, Revision D, dated April 16, 1997" from Global Election Systems, Inc. (now Premier Election Solutions), a copy of which is attached

1. TWO-SIDED BALLOT:

FRONT OF BALLOT: Names of Candidates
Lines for Write-In's (9 for City Council; 6 for School Committee)
Ballot Question Text(s), if any
Numbered Marking Ovals
Instructions to Voters
Timing Marks

BACK OF BALLOT: City Seal
Ballot Type (3)
(City Council, School Committee, Ballot Question, if any))
Ballot Format (4)
(Official, Absentee, Specimen, Hand Count Tabulation Form)
Date of Election
Commissioners' Names (Facsimile Stamp)
Timing Marks

2. LAYOUT, PRINTING AND COLLATING: ROTATION OF NAMES

M.G.L. CHAPTER 54A, SECTION 5, attached, requires that ballots be printed in as many lots as there are candidates for election so that each candidate's name appears first on the ballot and in every other position on the ballot the same number of times.

LAYOUT and PRINTING:

A. OFFICIAL CITY COUNCIL AND SCHOOL COMMITTEE BALLOTS: Rotation of names is required for ballots for the polling place for candidates for City Council and School Committee so that each candidate's name is printed at the top of the ballot an equal number of times and in every other position as well.

B. ALL OTHER BALLOTS: Rotation of names of candidates does not apply to ABSENTEE ballots, SPECIMEN ballots, or HAND COUNT TABULATION FORMS; candidates are to be listed by last name alphabetically in the same order on every ballot.

NOTE: Ballot questions may be submitted by Petitioners to Election Commission up to 5 p.m. on Tuesday, October 4, 2013. Election Commission would require hard copy proof within 5 working days of providing text to vendor and final version within 3 working days of approving proof.

COLLATING AND PACKAGING: Ballots for 34 polling places must be collated and packaged observing ballot rotation. Ballots must be bundled in packages of fifty (50) each, in number sufficient for each precinct. Total number of packages required per precinct will be provided by Election Commission.

A. OFFICIAL CITY COUNCIL AND SCHOOL COMMITTEE BALLOTS: Ballots for the polling place must be collated so that each candidate's name appears at the top of the ballot in any given precinct an equal number of times. Bundled in groups of fifty (50).

B. Official Ballot Question Ballots: Bundled in groups of fifty (50).

C. Absentee Ballots For City Council, School Committee, And Ballot Question(s): Bundled in Groups of 50 for Each Ballot Type.

D. Specimen Ballots for City Council, School Committee, And Ballot Question(s): Bundled in Groups of 50 for Each Ballot Type.

E. Hand Count Tabulation Forms for City Council, School Committee, and Ballot Question(s): Bundled in Groups of 50 for Each Ballot Type.

Name of Bidder _____

3. BALLOT SIZES WILL VARY AS FOLLOWS:
   - A. City Council Ballots: 8 ½" X 14" (Landscape)
   - B. School Committee Ballots: 8 ½" X 11"(Landscape)
   - C. Ballot Question Ballots 8 ½" X 11"(Portrait)
   - D. Absentee, Specimen, and Hand Count Tabulation Forms are the same size and orientation as Official ballots for City Council, School Committee, and Ballot Question (s), respectively.

4. BALLOT CHARACTERISTICS: See Global Ballot Specifications, Page 1, Ballot Characteristics (3.1 Through 3.5).

5. COLOR INK - BLACK AND TWO (2) PMS, AS FOLLOWS:

A. Candidates' Names, Ballot Question Text(s) and Instructions	Black Ink
B. Numbers, Ovals, Ruled Lines:	100% PMS 185
C. Heading Over Candidates' Names:	100% PMS 185
D. Screen Under "Instructions To Voters" Will Vary:	
i. Official City Council Ballots -	100% PMS TBD
ii. Official School Committee Ballots -	100% PMS TBD
iii. Official Ballot Question(s) Ballots -	100% PMS TBD
iv. Absentee City Council Ballots –	100%PMS TBD
v. Absentee School Committee Ballots –	100% PMS TBD
vi. Absentee Ballot Question(s) Ballots –	100% PMS TBD
vii. Specimen City Council Ballots -	10% PMS 185
viii. Specimen School Committee Ballots -	10% PMS 185
ix. Specimen Ballot Question(s) Ballots -	10% PMS 185

NOTES:
1) All ballots, including Absentee Ballots, are printed in contrasting colors.
2) All Hand Count Tabulation Forms are printed in black ink on the same color stock, irrespective of ballot type, with no screening.

6. BALLOT SCORING AND FOLDING FOR ABSENTEE BALLOTS ONLY (See Attached Specifications from Global Election Systems for Details - Ballots May Not Be Printed On Pre-Scored Ballot Stock.)
   - A. Absentee City Council Ballot - Two (2) Score Lines
   - B. Absentee School Committee Ballot - Two (2) Score Lines
   - C. Absentee Ballot Question Ballot(s) - Two (2) Score Lines

7. DEADLINE DATES FOR DELIVERY OF BALLOTS:
   - A. Absentee Ballots September, 16, 2013
   - B. Specimen Ballots September, 16, 2013
   - C. Official Ballots October 3, 2013
   - D. Hand Count Tabulation Forms October 3, 2013

   PLEASE INITIAL TO ACKNOWLEDGE DELIVERY PROMISE_____.
   Please Note: All pickup and delivery due dates included in this bid are subject to change by the Election Commisssion.

8. COMPUTER FILE TO VENDOR: Election Commission shall provide the Vendor with a list of candidates and any other pertinent information that must appear on the Ballot in Microsoft Word-Format by August 20, 2013.

9. VENDOR QUALIFICATIONS: All vendors are required to submit three business and three governmental references from municipalities where bidder has provided ballots. The Commission requires recommendations from these and such other of the vendor's clients as the Commission may contact. If sub-contracting print work, specify printing vendor. Printing vendor must have 3 to 5 years experience in printing ballots in municipalities of comparable size to Cambridge or larger.

10. PROOFS: Election Commission Must Approve Proofs Of All Ballots Before Printing.

11. SELECTED VENDOR Must Meet With Election Commission Designee after Bid Is Awarded, but prior to start of job.

12. BALLOT PRINTING WILL BE AWARDED TO ONE SUPPLIER ONLY.

13. SAMPLE BALLOTS: Specimen Ballots Are Included With Bid. Original Official and Absentee Ballots and Hand Count Tabulation Forms are Available for Viewing at the Election Commission Office.

Enclosures: Ballot Specifications, Revision D, 4/16/97
M.G.L. Chapter 54A, s. 5
Sample Specimen Ballots

(All printing and mailing samples included in this document are to be used only for demonstration purposes).

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 the following Quality Requirements (1-2)

1. Bidder has at least three to five years experience printing ballots for municipalities of comparable size to Cambridge or larger.

Yes No

2. Bidder is able to meet the deadlines for the deliveries of ballot as specified in Section 7.

Yes No

Bid Submission Requirements

Bidder shall submit three business and three governmental references from municipalities where bidder has provided ballots, including contact names and phone numbers. A bid maybe rejected on the basis of one or more references reporting poor past performance by the bidder. In addition, the City reserves the right to use itself as a reference.

Name Phone Number

Name of Bidder _____

File No. 6152-PRINTING OF THE MARKSENSE PAPER BALLOTS-THURSDAY, July 25, 2013 @ 11:00 AM

Price Proposal: The undersigned hereby proposes to furnish and deliver the following "**MARKSENSE" PAPER BALLOTS** to the City of Cambridge for the November 5, 2013 Municipal Election, according to The schedule and specifications in the attached document. **"The submitted bid must be without Conditions or exceptions."Please submit a price for all items listed below.**

APPROXIMATE QUANTITY	UNIT	DESCRIPTION OF BALLOTS	PROPOSAL UNIT PRICE	PROPOSAL TOTAL PRICE
45.0	M	OFFICIAL CITY COUNCIL BALLOTS	$	$
45.0	M	OFFICIAL SCHOOL COMMITTEE BALLOTS	$	$
45.0	M	OFFICIAL BALLOT QUESTION BALLOT #1, if any	$	$
45.0	M	OFFICIAL BALLOT QUESTION BALLOT #2, if any	$	$
32.0	M	ABSENTEE CITY COUNCIL BALLOTS	$	$
32.0	M	ABSENTEE SCHOOL COMMITTEE BALLOTS	$	$
32.0	M	ABSENTEE BALLOT QUESTION BALLOT #1, if any	$	$
32.0	M	ABSENTEE BALLOT QUESTION BALLOT #2, if any	$	$
1.0	M	SPECIMEN CITY COUNCIL BALLOTS	$	$
1.0	M	SPECIMEN SCHOOL COMMITTEE BALLOTS	$	$
1.0	M	SPECIMEN BALLOT QUESTION BALLOT #1, if any	$	$
1.0	M	SPECIMEN BALLOT QUESTION BALLOT #2, if any	$	$
1.0	M	HAND COUNT TABULATION FORM FOR CITY COUNCIL	$	$
1.0	M	HAND COUNT TABULATION FORM FOR SCHOOL COMMITTEE	$	$
1.0	M	HAND COUNT TABULATION FORM FOR BALLOT QUESTION #1, if any	$	$
1.0	M	HAND COUNT TABULATION FORM FOR BALLOT QUESTION #2, if any	$	$

NOTE: 1 - Subject To Revisions 2 - 10% Overages Not Accepted

TOTALS $_____

If prices quoted are not delivered prices. Please indicate Shipping charge: **$** _____

$_____
TOTAL BID SUBMITTED

Total in words: _____

Signature of bidder:_____

Name of Bidder_____

File No. 6152-PRINTING OF THE MARKSENSE PAPER BALLOTS-THURSDAY, July 25, 2013 @ 11:00 AM

Americans with Disabilities Act (42 U.S.C. 12131)
Section 504 of the Rehabilitation Act of 1973
Tax Compliance/Anti-Collusion 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 bidder shall not discriminate against any qualified employee or job applicant with a disability and will make the activities, programs and services covered by any contract awarded through this procurement readily accessible to and usable by individuals with disabilities. To be qualified for a job, or to avail oneself of the bidder's services, the individual with the disability must meet the essential eligibility requirements for receipt of the bidder's services or participation in the bidder's programs or activities with or without: 1)reasonable modifications to the bidder's rules, policies and practices; 2) removal of architectural, communication, or transportation barriers; or, 3) provisions of auxiliary aids and services.

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

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

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

Date: _____

_____
(Print Name of person signing bid)

_____
(Signature & Title)

_____
Address

_____
City

_____
State Zip Code

Name of Bidder _____

CORI COMPLIANCE FORM

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

CERTIFICATION

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

1. _____ CORI checks are not performed on any Applicants.

2. _____ CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policies, practices and standards are consistent with the policies, practices and standards set forth in the attached CORI Policy.

3. _____ CORI checks are performed on some or all Applicants. The Vendor's CORI policies, practices and standards are not consistent with the attached CORI Policy. Please explain on a separate sheet of paper.

_____ _____

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

_____

(Name of Business)

NOTE:

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

Instructions for Completing CORI Compliance Form:

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

This form must be submitted with your bid

Name of Bidder _____

City of Cambridge CORI Policy

1. Where Criminal Offender Record Information (CORI) checks are part of a general background check for employment or volunteer work, the following practices and procedures will generally be followed.

2. CORI checks will only be conducted as authorized by Criminal History Systems Board (CHSB). All applicants will be notified that a CORI check will be conducted. If requested, the applicant will be provided with a copy of the CORI policy.

3. An informed review of a criminal record requires adequate training. Accordingly, all personnel authorized to review CORI in the decision-making process will be thoroughly familiar with the educational materials made available by the CHSB.

4. Prior to initiating a CORI check, the City will review the qualifications of the applicant to determine if the applicant is otherwise qualified for the relevant position. The City will not conduct a CORI check on an applicant that is not otherwise qualified for the relevant position.

5. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determination of suitability based on CORI checks will be made consistent with this policy and any applicable law or regulations.

6. If a criminal record is received from CHSB, the authorized individual will closely compare the record provided by CHSB with the information on the CORI request form and any other identifying information provided by the applicant, to ensure the record relates to the applicant.

7. If, in receiving a CORI report, the City receives information it is not authorized to receive (e.g. cases with dispositions such as not guilty or dismissal, in circumstances where the City is only authorized to receive convictions or case-pending information), the City will inform the applicant and provide the applicant with a copy of the report and a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record* so that the applicant may pursue correction with the CHSB.

8. If the City of Cambridge is planning to make an adverse decision based on the results of the CORI check, the applicant will be notified immediately. The applicant shall be provided with a copy of the criminal record and the City's CORI policy, advised of the part(s) of the record that make the individual unsuitable for the position and given an opportunity to dispute the accuracy and relevance of the CORI record.

9. Applicants challenging the accuracy of the criminal record shall be provided a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record.* If the CORI record provided does not exactly match the identification information provided by the applicant, the City of Cambridge will make a determination based on a comparison of the CORI record and documents provided by the applicant. The City of Cambridge may contact CHSB and request a detailed search consistent with CHSB policy.

10. If the City of Cambridge reasonably believes the record belongs to the applicant and is accurate, then the determination of suitability for the position will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to the following:

    (a) Relevance of the crime to the position sought;
    (b) The nature of the work to be performed;
    (c) Time since the conviction;
    (d) Age of the candidate at the time of offense;
    (e) Seriousness and specific circumstances of the offense;

(f) The number of offenses;
(g) Whether the applicant has pending charges;
(h) Any relevant evidence of rehabilitation or lack thereof;
(i) Any other relevant information, including information submitted by the candidate or requested by the City.

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

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

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

ORDINANCE NUMBER 1312

Final Publication Number 3155. First Publication in the Chronicle on December 13, 2007.

City of Cambridge

In the Year Two Thousand and Eight

AN ORDINANCE

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

Be it ordained that Cambridge Municipal Code Chapter 2.112 is hereby amended by adding a new Section 2.112.060 entitled "CORI Screening by Vendors of the City of Cambridge" as follows:

Adding after Section 2.112.050 the following new sections:

SECTION 2.112.060

CORI SCREENING BY VENDORS OF THE CITY OF CAMBRIDGE

Sections:

2.112.061 Purpose
2.112.062 Definitions
2.112.063 CORI-Related Standards of the City of Cambridge
2.112.064 Waiver
2.112.065 Applicability

2.112.061 Purpose

These sections are intended to ensure that the persons and businesses supplying goods and/or services to the City of Cambridge deploy fair policies relating to the screening and identification of persons with criminal backgrounds through the CORI system.

2.112.062 Definitions

Unless specifically indicated otherwise, these definitions shall apply and control.

Awarding Authority means the City of Cambridge Purchasing Agent or designee.

Vendor means any vendor, contractor, or supplier of goods and/or services to the City of Cambridge.

2.112.063 CORI-Related Standards of the City of Cambridge

The City of Cambridge employs CORI-related policies, practices and standards that are fair to all persons involved and seeks to do business with vendors that have substantially similar policies, practices and standards. The City of Cambridge will do business only with vendors who, when required by law to perform CORI checks, employ CORI-related policies, practices, and standards that are consistent with policies, practices and standards employed by the City of Cambridge. The awarding authority shall consider any vendor's deviation from policies, practices and standards employed by the City of Cambridge as grounds for rejection, rescission, revocation, or any other termination of the contract.

2.112.064 Waiver

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

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

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.

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 increase by 1.5%. Therefore the new living wage, as of March 1, 2013 is $14.51.

City Of Cambridge
Articles of Agreement

Commodity:
File Number:

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

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

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

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

Contract Value:

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

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

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

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

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

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

Article IX. Performance Security. Upon execution of this Contract by the Contractor, the Contractor shall furnish to the City security for the faithful performance of this Contract in the amount of **0%** of the value of the bid in the form of a performance bond issued by a surety satisfactory to the city or in the form of a certified check.

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

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

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

Approved as to Form:

Nancy E. Glowa
City Solicitor

The Contractor:

Signature And Title

Richard C. Rossi
City Manager

Cynthia H. Griffin
Purchasing Agent

Name of Bidder_____

Massachusetts General Laws

54A §5: Printing of ballots; arrangement of names; number of ballots.

Ballots used in elections to such a body or office by proportional representation or preferential voting shall be printed in as many lots as there are candidates for election thereto. In the first lot the names of the candidates shall appear in the alphabetical order of their surnames. In the second lot the names shall appear in the same order except that the first name in the first lot shall be placed last. In each succeeding lot the order shall be the same as that of the lot preceding, except that the first name in that preceding lot shall be placed last. Sets of ballots to be used at the several polling places shall be made up by combining ballots from the different lots in regular rotation, so that no two successive voters shall receive ballots from the same lot, and so that each candidate's name shall appear first and in each other position substantially the same number of times on the ballots used. The number of ballots provided for each polling place shall exceed by twenty per cent the number of voters entitled to vote thereat. [Added St.1938, c. 341, § 1.]

Cross References

Applicability to municipal elections in cities under governmental Plan E, see c. 43, § 113.

Municipal elections in city adopting charter plan, this section applicable, see c. 43, § 113.

BALLOT SPECIFICATIONS

Rev. D Apr. 16/97

1. Scope

This document states the specifications for the printing and cutting of ballots to be used with the Global Election Systems Accu-Vote ES-2000 Ballot Processing Unit.

2. General

This document supersedes all previous revisions of the ballot specification.

2.1 **Assumptions** - This specification assumes that the ballot layout has been created by the Global Election Systems Vote Tally System (VTS) Software which generates the Postscript Level 2 language file necessary for the ballot printing. For this specification, the release level of the VTS Software MUST be at least **Release 1.92 Patch 11.**

2.2 **Associated Documents**

Table 1 - Background Color Selections (PANTONE® PMS Solid Colors Uncoated)
Figure 1 - Ballot Template Cut Mark Layout (not to scale)
Figure 2 - Restricted Zone Ballot Layout (not to scale)

3. Ballot Characteristics

3.1 **Materials** - The ballot shall be constructed with Index card stock. No embossed or printed patterns, or smudges shall be present. The ballot stock is NOT to be "pre-scored" for folds. See Section 8 for ballot scoring specifications.

3.2 **Basis Weight** - The weight of the paper stock can be between
90 lb bond to
110 lb. bond

3.3 **Physical Dimensions** - The physical ballot size and tolerances are as follows:

3.3.1	Width	8.500 in.	+ 0.030 in. - 0.020 in.
3.3.2	Length	11.000 in.	+ 0.060 in. - 0.000 in.
		14.000 in.	+ 0.060 in. - 0.000 in.
		18.000 in.	+ 0.060 in. - 0.000 in.

3.3 Physical Dimensions (cont.)

3.3.3 Thickness (Caliper)

0.0070 in. to 0.0090 in. ± 0.0005 in.

NOTE : Thickness dimension is in ten thousandths of an inch NOT one thousandths of an inch..

3.4. **Ballot Cutting** - The cutting of the ballot must be kept within the printed "cut tolerance marks" as shown on Figure 1. These marks are 0.030 in. (approximately 1/32 in.) wide by 0.125 in. (1/8 in.) long. They specify the four corners of the ballot **on both sides.** When the ballot is cut to its proper size, a small portion of these marks (approx. 0.010 in.) **MUST** still be present on all four corners of the ballot's edges **on both sides of the ballot.** Accurate front to back registration of the printed image will improve the vendor's ability to meet the ballot cutting specifications.

3.5 **Ballot Curl** - The curl of the ballot shall be measured from a flat reference surface. The maximum allowable curl of the ballot measured from the flat surface to the most protruding point of curl on the ballot is **0.050 in.** This dimension applies to the ballot in both face up and face down orientations.

4. Printing

In the restricted zones of the ballot layout, only allowable background colors (see Section 4.1) and black non-reflective ink (see Section 4.2) will be used for printing as specified by each of the restricted zone descriptions (see Section 5). Outside of the restricted zones, any color, ink, or watermark pattern may be used.

4.1 **Background Colors** - The allowable background colors are listed in Table 1. They are defined by the PANTONE® Color Management System (PMS). The selections in Table 1 are taken from the **PANTONE® Color Selector 1000 / Uncoated.** The number or name listed on the left of each color is the PMS color specification. The color names to the right of each PANTONE® listing are an interpreted description of the PANTONE® color swatches under fluorescent lighting (D50 illuminant). Any color descriptions containing two color names (e.g. GREEN/YELLOW) indicate the major color component on the left and the minor color component on the right.

4.1.1 **Restrictions** - The following describes the background color restrictions for any particular ballot. For each ballot, all of the restricted zones in the ballot layout must be of the same uniform color and density. The background color for the restricted zones must be selected from Table 1. In the restricted zones, only one of the available colors in Table 1 can be used per ballot. Outside of the restricted zones, any color or watermark pattern can be used. Please see Section 5 for the specifications of the restricted zones of the ballot layout.

4.1 **Background Colors (cont.)**

4.1.2 **Color Matching Tolerances** - In the restricted zones, the color selection must be printed within a tolerance match of 4Δe. It is recommended that the vendor use a reflective densitometer to check the color and that, throughout the production run, samples are periodically checked against the standard PMS color swatch.

4.2 **Black Ink** - Black ink is used to print critical data elements such as the timing marks, diagnostic marks, and ballot ID marks. Black ink can also be used to print the voting position ovals. Black ink shall have a maximum reflectance of 5% at 620 nanometer wavelength (an ink normally containing a significant amount of black carbon in its formula).

NOTE: Reflectance measurements are referenced to 100% absolute white. (i.e., not paper white).

5. **Restricted Zones and Critical Marks**

The layout of the ballot contains restricted zones where specifications must be held within the tolerances. Deviations from the specifications can affect the accuracy of the scanning of the ballot. The following subsections individually describe the restricted zones. For visual reference, see Figure 2.

5.1 **Calibration Zones** - The calibration zones are the areas on the top and bottom of both sides of the ballot. This equates to four zones. Each calibration zone is defined as the following area:

[0.260 in. from the cut edge of the ballot],
by
[the full width of the ballot (8.5 in.)]. See Figure 2.

5.1.1 **Text and Watermarks** - No text or watermark patterns can be printed in any of these four zones.

5.1.2 **Background Color** - The calibration zones must be uniform in color and density. See Section 4.1 for color restrictions.

5.1.3 **Marks** - No black ink (see Section 4.2) is to be used in any of the calibration zones. No marks, text, or smudges can exist in the calibration zones except for portions of the cut tolerance marks (see Section 3.4).

5. Restricted Zones and Critical Marks (cont.)

5.2 **Timing Mark Zones** - The timing marks are the black rectangular marks (0.191 in wide by 0.063 in. height) that run along both sides of the ballot, front and back. This equates to four zones. The timing marks are spaced apart 0.250 in. from their centers. Each timing mark zone is defined as the following area:

[the full length of the ballot (8 in., 14 in. or 18 in.) minus the calibration zones],
by
[0.125 in., from the center of each timing mark column, to either side of the timing mark column]. See Figure 2.

5.2.1 **Text and Watermarks** - No text or watermark patterns can be printed in any of these four zones.

5.2.2 **Background Color** - The timing mark zones must be uniform in the background color and density. See Section 4.1 for color restrictions.

5.2.3 **Marks** - Black ink (see Section 4.2) is to be used to create the timing marks. The printed marks are to have sharp edged boundaries and are to be of uniform density. No marks, text, or smudges can exist in between the individual timing marks or above and below each timing mark column.

5.3 **ID Mark Zones and Diagnostic Mark Zones** - The ID marks are the black rectangular marks (0.191 in. wide by 0.063 in. height) that run across the bottom of the ballot, front and back. The presence or absence of ID marks is different for each ballot style. The diagnostic marks are the black rectangular marks (0.191 in. wide by 0.063 in. height) that run across the top of the ballot, front and back. This full row of diagnostic marks is always the same for every ballot style. This equates to four zones. Each of these zones is defined as the following area:

[between the timing mark zones on each face of the ballot],
by
[0.092 in. above and below the center of each row of ID marks and diagnostic marks]. See Figure 2.

5.3.1 **Text and Watermarks** - No text or watermark patterns can be printed in any of these four zones.

5.3.2 **Background Color** - The ID mark and diagnostic mark zones must be uniform in the background color and density. See Section 4.1 for color restrictions.

5.3 ID Mark Zones and Diagnostic Mark Zones (cont.)

5.3.3 Marks - Black ink (see Section 4.2) is to be used to create the ID marks and diagnostic marks. The printed marks are to have sharp edged boundaries and are to be of uniform density. No marks, text, or smudges can exist in between the individual ID marks or in the 0.060 in. margin above and below each ID mark row and diagnostic mark row.

NOTE: The ballot identification text must be no closer than 0.060 in. to the ID mark row (see Section 6.2).

5.4 Voting Position Zones - The voting position ovals are the marks that outline the data area to be filled in by the voter. Although the voting positions usually follow a column, each voting position can considered a zone defined as the following area:

[0.125 in. to either side of the center of each oval],
by
[0.100 in. above and below the center of each oval]. See Figure 2.

5.4.1 Text and Watermarks - No text or watermark patterns can be printed in any of the voting position zones.

5.4.2 Background Color - The voting position zones must be uniform in the background color and density. See Section 4.1 for color restrictions.

5.4.3 Marks - Any visible color (with sufficient contrast relative to the background color), including black ink (see Section 4.2) can be used to create the voting position ovals. The oval's line thickness cannot exceed 0.002 in. The printed ovals are to have sharp edged boundaries and are to be of uniform density. No marks (other than the oval line), text, or smudges can exist inside each voting position zone.

6. Non-Restricted Zones and Non-Critical Marks

6.1 Non-Restricted Zones - Any area(s) NOT listed or described in Section 5 are considered non-restricted zones. The background of these non-restricted zones can be any color or halftone. Any type of text, marks, and/or watermark patterns can be placed in these zones.

6. Non-Restricted Zones and Non-Critical Marks (cont.)

6.2 **Ballot Identification Text** - Ballot identification text that can optionally be placed below the ID marks on the front and back of the ballot must be positioned as shown in Figure 2. The bottom of the text must not penetrate the calibration zone and the top of the text must be no closer than 0.060 in. to the ID marks. The height of the text must be no greater than 0.100 in (typically an 8 point font). The text can be printed in any color, including black ink (see Section 4.2).

6.3 **General Text** - General text (e.g., headers, footers, candidate and race names) can be printed in any color or halftone, including black ink (see Section 4.2), or any font size as long as the text does not penetrate any of the critical zones listed in Section 5.

6.4 **Watermarks Patterns and Striping** - Watermark patterns and striping can be printed in any color or halftone as long as the watermark pattern and/or striping does not penetrate any of the critical zones listed in Section 5.

7. Printed Image Registration

The front to back printed image registration will be within tolerances as long as the specifications for the ballot cutting (cut tolerance marks) have been met (see Section 3.4).

8. **Folds and Ballot Scoring** - Scoring for folded ballots must occur in between timing marks. Scoring cannot occur anywhere on the timing marks. The scoring must align with the equal and opposite side of the ballot. For example, if the score was to start in between the 10th and 11th timing mark on the left side of the ballot, the score must then end in between the 10th and 11th timing mark on the right side of the ballot. This alignment must also occur on the reverse side of the ballot. Accurate printed image registration and ballot cutting will improve the vendor's ability to meet the specifications for ballot scoring.

NOTE: The location of score lines on the GLOBAL template is for convenience. Scores should be placed on the ballot to accommodate local envelope sizes. It should be noted that the less folds on the ballot, the better. Additionally, ballots may NOT be printed on "pre-scored" ballot stock.

CANDIDATES FOR SCHOOL COMMITTEE

for Term of Two Years

Instructions to Voters

Mark your choices by completely filling in the numbered ovals like this ● using a black pen.

- Fill in the number one (1) oval next to your first choice.
- Fill in the number two (2) oval next to your second choice.
- Fill in the number three (3) oval next to your third choice, and so on.
- You may fill in as many choices as you please.
- Fill in no more than one oval per candidate.
- Fill in no more than one oval per column.

To vote for a write-in candidate:

- Fill in a numbered oval next to the name you have written, showing your choice as a number for a candidate.
- Record write-ins from the top line down.

If you spoil this ballot, return it for cancellation to the election officer in charge of the ballots and get another from such officer.

Only one vote per candidate.
Only one vote per column.

DO NOT USE RED TO MARK BALLOT

ALICE L. TURKEL, 12 Upton Street	CANDIDATE FOR RE-ELECTION	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
ALFRED B. FANTINI, 4 Canal Park	CANDIDATE FOR RE-ELECTION	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
BILL FORSTER, 244 Lexington Avenue		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
JOYCE C. GERBER, 10 Fairfield Street		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
RICHARD HARDING, JR., 187 Windsor Street	CANDIDATE FOR RE-ELECTION	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
JOHN J. HOLLAND, 26 Normandy Terrace		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
MARC C. McGOVERN, 15 Pleasant Street	CANDIDATE FOR RE-ELECTION	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
PATRICIA M. NOLAN, 184 Huron Avenue	CANDIDATE FOR RE-ELECTION	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
MERVAN F. OSBORNE, 149 Auburn Street		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
CHARLES LEWIS STEAD, SR., 598 Putnam Avenue		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
NANCY TAUBER, 137 Chestnut Street	CANDIDATE FOR RE-ELECTION	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
WRITE-IN		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
WRITE-IN		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
WRITE-IN		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
WRITE-IN		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
WRITE-IN		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
WRITE-IN		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)

Only one vote per candidate.
Only one vote per column.

SAMPLE

FRONT

Election Commissioners

OFFICIAL BALLOT

Cambridge

November 8, 2011

SCHOOL COMMITTEE

Sample

Back